

CITY of CASCADE LOCKS *AGENDA*

CITY COUNCIL MEETING, Monday, September 24, 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 September 10, 2012 Council Meeting.**
 - b. **Ratification of the Bills in the Amount of \$ 148,057.94.**
4. **Public Hearings.**
5. **Action Items:**
 - a. **Approve Resolution No. 1250 Establishing Rules for the Meetings, Proceedings and Business of the City Council of the City of Cascade Locks, Oregon and Repealing Resolution No. 1224.**
 - b. **Approve Contract with BKI for Electric Consultation.**
 - c. **Approve recommended action of staffing the Emergency Services Department.**
 - d. **Approve proposed extension of the current fire service contract with City of Hood River**
 - e. **Approve Contract with Merina & Company, LLP for TRT Audit Service.**
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. **Presentation by Friends of Celilo Falls**
 - b. **Hood River Garbage Rate Review.**
 - c. **Proclamation Recognizing Partnership with Columbia Gorge Racing Association.**
 - d. **Report on City Administrator Recruitment.**
 - e. **Report on Comprehensive Trail Plan.**
 - a. **ICA Koch Report (handout).**
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.

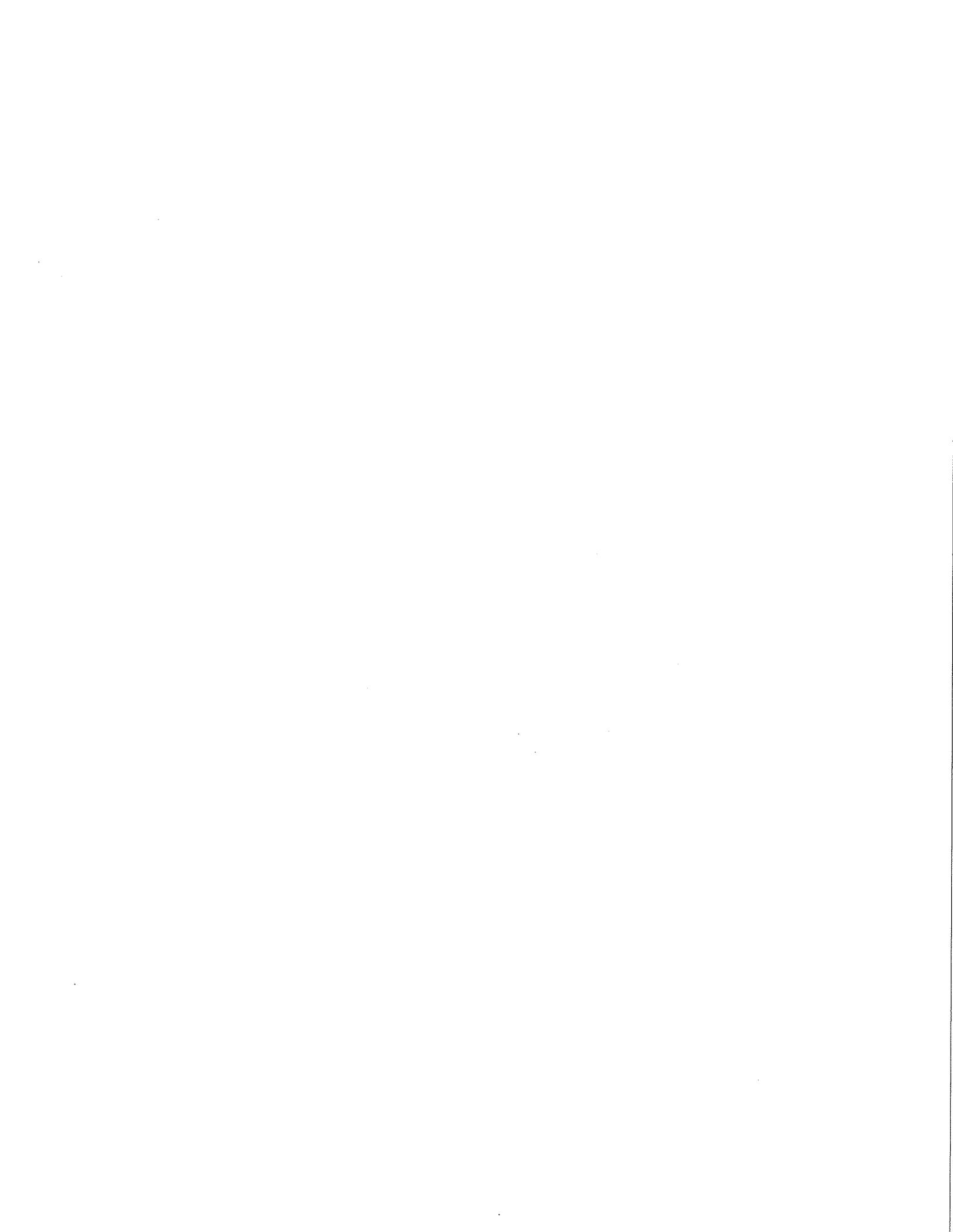
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1. **Call to Order/Pledge of Allegiance/Roll Call:** Mayor Masters called the meeting to order at 7:13 PM. CM's Cramblett, Holmstrom, Lewis, Lorang, Storm, and Mayor Masters were present. CM Helfrich attended the meeting via telephone. Also present were ICA Koch, City Attorney Ruben Cleaveland, City Recorder Kathy Woosley, Public Works Foreman Sheldon Price, Megan Webb, Dave Palais, JoAnn Wittenberg, Bruce and Virginia Fitzpatrick, Pam Morse, Katelin Stuart, Arni Kononen, Cindilee Baseman, and Camera Operator Betty Rush.

2. **Additions or amendments to the Agenda:** None.

3. **Adoption of Consent Agenda:**

a. **Approval of Minutes of August 27, 2012 Council Meeting.**

b. **Ratification of the Bills in the Amount of \$ 37,902.38.**

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

4. **Public Hearings:** None

5. **Action Items:**

a. **Decision on Emergency Services Division Staffing.** ICA Koch stated the City of Hood River sent two options for Council consideration. Mayor Masters said those could be labeled as D1 and D2.

CM Lewis asked what the new net cost would be to include a paramedic and retain Devon Wells as Fire Chief. ICA Koch stated Devon Wells was paid \$2,500 per month so an additional \$110,000 would be paid for the paramedic. CM Cramblett said he would like to know the value of the services listed on Option D2.

Motion: CM Lorang moved, seconded by CM Holmstrom, to go with Option C to recruit and hire a City Chief/Paramedic to manage the department.

CM Lorang said Option C is probably the most cost effective. CM Holmstrom said a cooperative agreement with the City of Hood River was done in the past and it wasn't successful. He said with other options the City could end up with a Chief/Paramedic that isn't a resident of Cascade Locks, which would be against the City's policy. CM Storm said he is worried about the time frame with trying to hire someone. ICA Koch said it would take 60-90 days to hire someone.

Mayor Masters said the City has been working with the City of Hood River and there has been a totally different result of what happened in the past. He said the Fire Department has been rebuilt and the volunteers have returned.

CM Lewis said his concern with hiring someone is that only so much can be learned through an interview process and suggested option D1 as a bridge to the next step. He said the length of the term could be negotiated. He said option D2 is too much. CM Lewis said contracting for a paramedic would give immediate support. He said the paramedic qualifications are critical and our own volunteers can be trained to be the Fire Chief.

Mayor Masters said the City would have to be careful if hiring a paramedic to not turn that into an 80 hour position of Fire Chief/Paramedic as was done in the past.

CM Cramblett said the City went down that road with mismanagement of administration and Council. He said some of this could be within the legal monies in the budget but there is money in the budget being obtained illegally. He said he wouldn't be in favor of hiring someone right now. He said the options need researched to determine the value of each one.

Mayor Masters said staff could be directed to negotiate a contract with the City of Hood River with a recommendation to Council.

Mayor Masters said it is irresponsible to say there is illegal money in the City's budget. He said there was a legal process gone through that was thoroughly vetted by the Oregon Department of Revenue and determined to be legal. He said the City's Attorney and appropriate State Agencies have reviewed the process.

CM Lewis said he would like to review options D1 and D2 more thoroughly and work with the Fire Department Volunteers to get their input. CM Holmstrom said getting a paramedic is more important than a fire chief. He said option D1 accomplishes that.

CM Helfrich said it is important to provide Council leadership. He said D1 is the best solution and encouraging our volunteers to take the role of fire chief within our own department.

CM Lorang withdrew his motion. CM Storm suggested a six month agreement. Mayor Masters said staff could negotiate a contract and look at potential ways to reduce the costs. CM Lewis said he would like to know the position of the Fire Department Volunteers. Mayor Masters suggested a motion to seek a contract with the City of Hood River.

Motion: CM Lewis moved to present options to the Fire Department Volunteers and get feed back. CM Cramblett seconded the motion. Mayor Masters said he didn't think this is a big enough step. He said staff should be directed to work on a contract because it is important to take action and get a paramedic in Cascade Locks. CM Helfrich agreed that it is important to move forward with a contract. He asked for an amendment to the motion to include moving forward with a contract to seek paramedic services with the City of Hood River. The amendment was agreed to by CM's Lewis and Cramblett. CM Lorang asked for an amendment to have the contract at the next City Council meeting for final approval. CM Lewis said he would agree to review the contract but it might not be approved.

Mayor Masters restated the motion with amendments to present options D1 and D2 to the Emergency Services Department, seek a contract for paramedic staff with the City of Hood River, the duration of the contract be one year with a six month opt out, staff flexibility to negotiate the cost of the contract, and the contract be on the next agenda for Council consideration.

The motion with amendments was passed unanimously by CM's Cramblett, Holmstrom, Helfrich, Lewis, Lorang, Storm, and Mayor Masters.

b. Approve New Liquor License for Cascade Ale House. Motion: CM Lorang moved, seconded by CM Lewis, to approve the new liquor license for Cascade Ale House. The motion was passed unanimously by CM's Cramblett, Holmstrom, Helfrich, Lewis, Lorang, Storm, and Mayor Masters.

c. Approval of Ordinance No. 418 Vacating a Portion of Hassalo St. and Providing for the Vesting of Title. Mayor Master read the second reading by title only of Ordinance No. 418. The motion made to adopt the ordinance at the July 23, 2012 meeting passed unanimously by CM's Cramblett, Holmstrom, Helfrich, Lewis, Lorang, Storm, and Mayor Masters.

d. Approve Resolution No. 1249 Establishing System Development Charges and Connection Fee for the Municipal Sewer System; and Repealing Resolution No. 1069. CR Woosley said she had recently discovered that the connection fee for sewer had been removed with an update of the fee policy. She stated a connection fee to sewer is a normal customary fee. ICA Koch said this is the same fee that was on the books in 1998 to roll forward to document this into the fee structure to properly charge customers. **Motion:** CM Storm moved, seconded by CM Helfrich, to approve Resolution No. 1249. The motion was passed with CM's Holmstrom, Helfrich, Lewis, Lorang, Storm, and Mayor Masters voting in favor. CM Cramblett opposed.

CM Cramblett said he didn't see any reason this fee couldn't wait for a vote of the people. CM Helfrich thanked CR Woosley for her due diligence and doing a good job in her research. He said this is a normal fee charged by cities.

City Attorney Cleaveland said he reviewed this and it is consistent with the Council's position on administrative versus legislative and is pursuant to an underlying ordinance that gives the ability.

6. Appearance of Interested Citizens to Share a Variety of Perspectives on Issues Facing Our Community: Mrs. Wittenberg and Ms. Carron spoke to the Council regarding the community calendar. They said it takes a lot of time to get the information for the calendar and to fold for insertion with the utility bills. They asked if Council wanted the community calendar to continue to be sent out and asked if anyone else would like to volunteer. Mrs. Wittenberg said it would be helpful if information of interest to the public that came in for Channel 23 could be forwarded to Ms. Carron to be transferred to the calendar. Ms. Morse said that the kids at Parks and Recreation Youth Nights could help fold the calendars.

Mr. Palais said he would be in his office tomorrow and Wednesday from 8:30 – 4:30 and the 6th town hall meeting would be held on October 17th in the pavilion from 7:00 – 9:00.

Ms. Morse said Parks and Recreation would be hosting a "Last Saturday" Street Carnival event. She said there would be skateboarding demonstrations, free helmets, knee pads, prizes, popcorn, smores, music, face painting, and participation with several organizations and volunteers. She said the location of the event is still yet to be determined but most likely in the park where there are restroom facilities and water.

Mr. Kononen said Hood River has taken the high school, the middle school, and has heard that the elementary will be taken next year. He said it seems Hood River is taking everything from us. He said there was a motion earlier to let the EMS Department hear the options, it was then summarized as D1 and D2, and then D2 was taken off the table. He said personally he doesn't want Hood River to have anything to do with the Fire Department. Mr. Kononen said Cascade Locks needs to be self-sufficient and have control.

Ms. Stuart said she and Mr. Brostoff have petitions available for anyone that wishes to sign. She said they would like to convince the City Council that a resolution is needed for coal trains. She said there are enough in the community that feels that this affects the whole community. She said there are more reasons than dust to consider. Ms. Stuart said if anyone is interested in signing the petition to contact her or Mr. Brostoff.

7. Reports and Presentations:

a. Public Works Report on Recent Water Leaks and Water System Condition (oral). PWF Price stated in August there were 14 million gallons of water produced and sold 6 million gallons. He said the department has walked the lines looking for leaks, and have repaired eight leaks this last month. PWF Price said there is one line in particular, about two miles worth, installed in the mid 40's that is deteriorating. There were pieces of deteriorated pipe in chambers for Council to see.

CM Lewis asked if the Water Master Plan Update would be a pre-requisite to getting grants to help repair the lines. He asked if there is a way to prioritize and estimate the costs. He said he would like to see that the money spent is in a place to get ahead and not just be "putting out fires". He asked when the plan was expected to be completed. ICA Koch said the plan was supposed to be finished by the end of the year but may have to be extended to mid February. He said the plan would include a priority list and costs.

ICA Koch said the Public Works Department has been out in the field everyday, working overtime, doing a wonderful job trying to get these leaks under control. He said there are going to be band aids in some places and returning in a year or two to totally replace. Mayor Masters said Council appreciates the work being done. **Review Proposed RFQ for CATV/Internet and Broad Band Service.** ICA Koch said he worked with David Olson to prepare a preliminary draft of the RFQ for Council consideration. CM Lewis expressed his

concern with flash cutting. He asked to talk to ES Hupp to see if there is some way to migrate to the system without cutting customers off. ICA Koch said this could be added to the RFQ.

CM Helfrich left the meeting at 8:40 PM.

b. Report and Recommendations from Tourism Committee. TC Carron said she is presenting recommendations as a way to keep lines of communication open. She read the recommendations of the Tourism Committee.

CM Lewis said if Council is going to have discussion regarding the Tourism Committee it appears on the agenda and doesn't think a personal invitation is warranted. TC Carron said she is on several committees and really busy with Tourism so it would be nice for someone to let her know when the Tourism Committee would be on the agenda. She said there hasn't been a problem recently but has been a problem in the past. Mayor Masters said he had a sense that there has been communication between the Council and Tourism Committee.

Mayor Masters said there is guidance in the Charter for Council to appoint members. He said there is an application process and not an interview process. TC Carron said when Lorraine Massey was reinstated she had to go through an interview process. Mayor Masters said he didn't conduct a phone interview and had just read the application. He said he didn't have any problem with the Tourism Chair reviewing applications and welcomed any recommendations.

Mayor Masters said he remembered some discussion regarding the transient room tax ordinance. He said he wouldn't be opposed to refresh that conversation.

Mayor Masters said meeting with the Tourism Committee a couple of times a year is a good idea. It was agreed that November and February would be good months to do that.

CM Lewis asked if these recommendations were a result of some perceived problems by the Tourism Committee with Council. TC Carron said Council made changes to the budget and several Tourism Committee members were upset about that and that they didn't have any input. Mayor Masters said the Budget Committee is where changes are made to the budget. He said he couldn't recall a Council meeting where the Tourism budget was changed.

CM Storm said communication is important and encouraged TC Carron to let Council know when there is something wrong.

c. Review Proposed RFQ for CATV/Internet and Broad Band Service (this was discussed prior to 7.b.).

d. Review Council Rules. CR Woosley pointed out a change to be made in the committee section of Council Rules noting an application process instead of letter of interest for those interested in joining a committee. There were no other recommended changes.

e. ICA Koch Report (handout). ICA Koch gave his report.

8. Mayor and City Council Comments: CM Holmstrom stated he hoped the community calendar would be continued. He said he didn't want to exclude the input of the EMS Volunteers for options of managing that department. He said the League of Oregon Cities Conference is this month and is a great opportunity for those that haven't attended before.

CM Lorang said following the last election there were accusations made against the 5 Alarm Recall Committee. He said State Elections Division stated there were no violations made and everything was done in accordance with the law. He said there was a letter to the editor referencing the Council as illegitimate. He said vacancies were appointed following the bylaws of the state and the charter. CM Lorang said there were accusations made regarding the budget. He said those accusations of violations were also found to be nonexistent.

CM Storm thanked those helping with the community calendar and said they do a fantastic job. He said he also wanted to thank Steve Gast for the stone work at West Gate Parkway.

CM Cramblett said he also wanted to thank Steve Gast for his work at the West Gate Parkway. He said he also wanted to thank Jess Zerfing for his years of service to this community. He said he would like to have Jess Zerfing reviewed to be an officer of the EMS Department. He said Jess showed up to 50% of events. He thanked the Zerfing family for their commitment to the EMS Department as volunteers of that organization.

Mayor Masters said he and ICA Koch visited the staff at the Gorge Commission and thinks there is an interest in changing the perception of the Gorge Commission. He said this could be a beginning of integrating the dual purposes of this Commission. Mayor Masters said by bringing North Bonneville, the City of Stevenson, and the City of Cascade Locks together have found there are a lot of efficiencies available. He said every community is wrestling with depleting resources and a drop in revenue and forming relationships with neighbors could help. Mayor Masters reminded all of upcoming cycle events, which would also bring several vendors to town. He said the second annual Shakespeare Play will be on Thunder Island and said this is a great event.

Mayor Masters said if Councilors are interested in further discussion or want more presentation from folks with real facts about the detriments of coal transported through the Gorge he would be open to that. He said if Councilors want to consider a resolution then that could be suggested. Mayor Masters said when discussing with the Gorge Commission he found that cities don't regulate interstate commerce. City Attorney Cleaveland said a resolution would be more of a symbolic gesture and wouldn't have an affect on international trade. Mayor Masters said he has spoken with Mayors of other communities that have said essentially a resolution is meaningless, but would be open to discussion regarding this.

Mayor Masters said a partnership with the City of Hood River was tried in the past and has been stated that it didn't work. He said what has been happening over the last 12 months is a different type of relationship than what was in the past. He said no one here is suggesting that what happened in the past would happen again.

Mayor Masters said it is important to commend the volunteers. He said the rock work is well done and Steve Gast is doing that by hand. He said he shared the gratitude for the Zerfing family.

Mayor Masters said he would like a series of proclamations. He said he would like to show appreciation to the Columbia Gorge Racing Association for their partnership with Cascade Locks. He said he would like to have a proclamation some time in the future for the service of the Zerfing's.

9. **Other matters:** None.

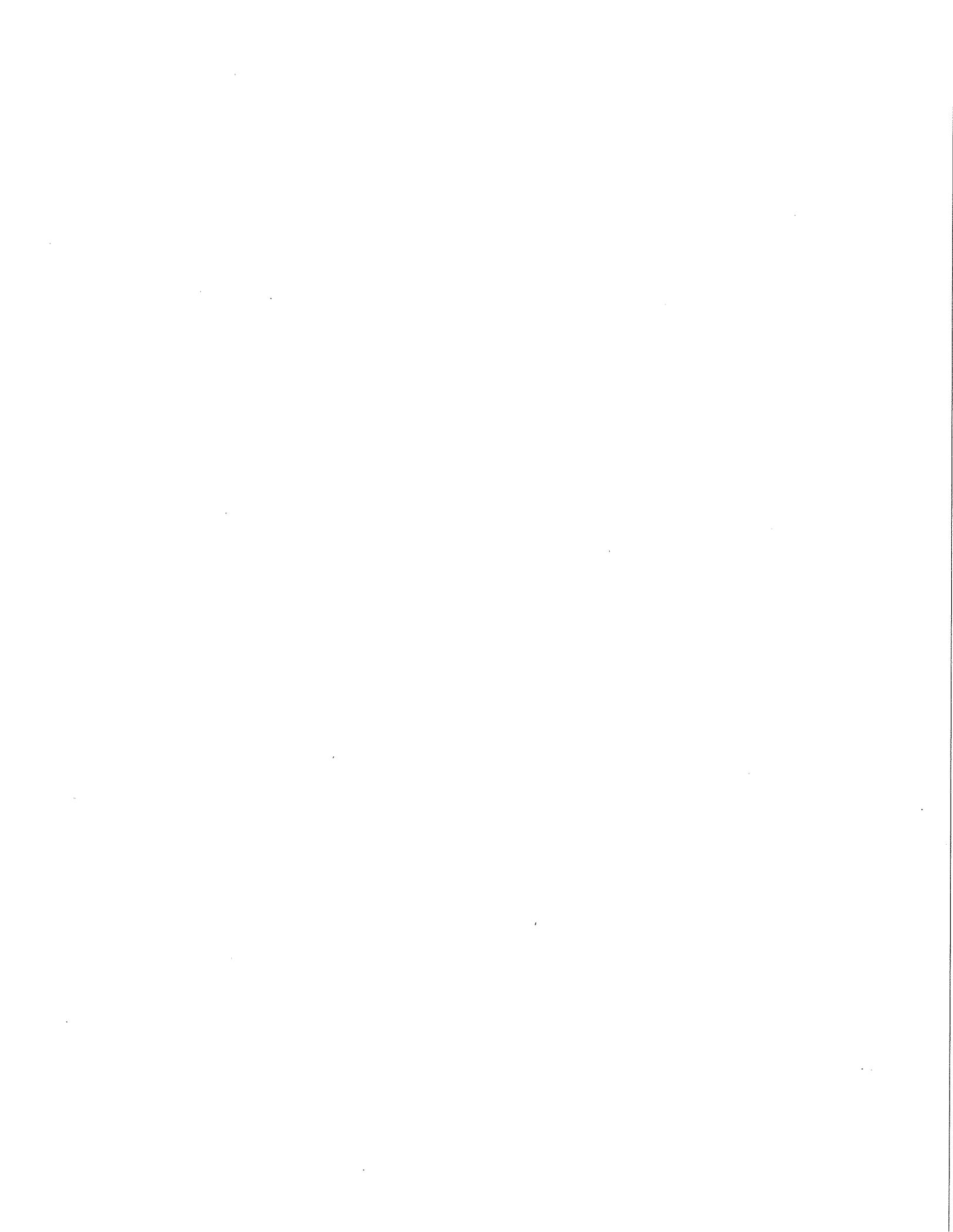
10. **Executive Session as may be required:** None.

11. **Adjournment: Motion:** CM Holmstrom moved, seconded by CM Lorang, to adjourn. The motion was passed unanimously by CM's Cramblett, Holmstrom, Lewis, Lorang, Storm, and Mayor Masters. The meeting was adjourned at 9:28 PM.

Prepared by
Kathy Woosley, City Recorder

APPROVED:

Lance Masters, Mayor



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:
9/7/2012	Gross Payroll	\$ 43,296.95
9/15/2012	Mid Month AP Check Run	\$ 104,760.99

GRAND TOTAL \$ 148,057.94

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APPROVAL:

Mayor

Report Criteria:
Report type: GL detail

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
2805	09/12	09/14/2012	20	15593	ADDYLAB	Water Sample Testing	2140562150	1,536.00
Total 2805:								
2806	09/12	09/14/2012	40	101191614	AIRGAS	Cylinder Rental	0540562361	15.75
Total 2806:								
2807	09/12	09/14/2012	6792	1769686	Arbon Equipment Corporation	Door Repair	0540562440	531.62
Total 2807:								
2808	09/12	09/14/2012	180	083112	ASIFLEX	Admin Fees	5140562110	3.75
Total 2808:								
2809	09/12	09/14/2012	370	27061	BIO-MED TESTING SERVICE	Drug Testing	0540562063	80.00
2809	09/12	09/14/2012	370	27061	BIO-MED TESTING SERVICE	Drug Testing	5140562063	104.00
Total 2809:								
2810	09/12	09/14/2012	380	201441	BISHOP SANITATION, INC.	Rental	0140962023	50.00
2810	09/12	09/14/2012	380	20349	BISHOP SANITATION, INC.	Rental	0140962023	17.74
Total 2810:								
2811	09/12	09/14/2012	460	4550	BROWN & KYSAR, INC	Rate Study Services thru 8/20/12	5140562190	13,410.97
2811	09/12	09/14/2012	460	4582	BROWN & KYSAR, INC	General Consulting	5140562190	351.25
Total 2811:								
2812	09/12	09/14/2012	590	1194120-IN	CARSON OIL COMPANY	Bio Diesel for Generator	3140562590	57.08
2812	09/12	09/14/2012	590	1194121-IN	CARSON OIL COMPANY	Bio Diesel for Generator	3140562590	222.95
Total 2812:								
2813	09/12	09/14/2012	670	09/12 SSS	CASCADE LOCKS LIGHT CO.	Senior Sewer Subsidy	0140862025	204.30

M = Manual Check, V = Void Check

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
2813	09/12	09/14/2012	670	9/12 UBS	CASCADE LOCKS LIGHT CO.	City Utilities	0140162551	69.21
2813	09/12	09/14/2012	670	9/12 UBS	CASCADE LOCKS LIGHT CO.	City Utilities	0140462551	334.88
2813	09/12	09/14/2012	670	9/12 UBS	CASCADE LOCKS LIGHT CO.	City Utilities	0540562439	517.89
2813	09/12	09/14/2012	670	9/12 UBS	CASCADE LOCKS LIGHT CO.	City Utilities	0840562071	28.80
2813	09/12	09/14/2012	670	9/12 UBS	CASCADE LOCKS LIGHT CO.	City Utilities	1740562551	21.30
2813	09/12	09/14/2012	670	9/12 UBS	CASCADE LOCKS LIGHT CO.	City Utilities	2140562070	2,235.09
2813	09/12	09/14/2012	670	9/12 UBS	CASCADE LOCKS LIGHT CO.	City Utilities	2142162071	83.55
2813	09/12	09/14/2012	670	9/12 UBS	CASCADE LOCKS LIGHT CO.	City Utilities	3140562070	1,954.90
2813	09/12	09/14/2012	670	9/12 UBS	CASCADE LOCKS LIGHT CO.	City Utilities	4142162071	130.04
2813	09/12	09/14/2012	670	9/12 UBS	CASCADE LOCKS LIGHT CO.	City Utilities	5140562800	21.30
2813	09/12	09/14/2012	670	9/12 UBS	CASCADE LOCKS LIGHT CO.	City Utilities	5142162071	125.33
2813	09/12	09/14/2012	670	CL-329	CASCADE LOCKS LIGHT CO.	601305402DAW	5140562138	150.00
Total 2813:								5,876.59
2814	09/12	09/14/2012	730	107248	CASE POWER AND EQUIPMENT, LLC	Knife	5140562770	161.32
2814	09/12	09/14/2012	730	107248	CASE POWER AND EQUIPMENT, LLC	Knife	5140662770	161.31
Total 2814:								322.63
2815	09/12	09/14/2012	740	44568	CASELLE, INC.	October Support	0140162082	129.13
2815	09/12	09/14/2012	740	44568	CASELLE, INC.	October Support	0340562082	32.00
2815	09/12	09/14/2012	740	44568	CASELLE, INC.	October Support	0540562082	27.26
2815	09/12	09/14/2012	740	44568	CASELLE, INC.	October Support	2140562082	231.08
2815	09/12	09/14/2012	740	44568	CASELLE, INC.	October Support	3140562082	205.01
2815	09/12	09/14/2012	740	44568	CASELLE, INC.	October Support	4140562082	59.25
2815	09/12	09/14/2012	740	44568	CASELLE, INC.	October Support	4140662082	32.00
2815	09/12	09/14/2012	740	44568	CASELLE, INC.	October Support	5140562082	404.09
2815	09/12	09/14/2012	740	44568	CASELLE, INC.	October Support	5140662082	65.18
Total 2815:								1,185.00
2816	09/12	09/14/2012	810	320514	CESSCO, INC	Asphalt Blades	5140562780	306.00
Total 2816:								306.00
2817	09/12	09/14/2012	940	091212	CTTY OF SPRINGFIELD	Ambulance Billing Service	0540562111	304.00
Total 2817:								304.00

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
2818	09/12	09/14/2012	1120	A16033	COLUMBIA HARDWARE, LLC	Grass Seed	0140462520	59.75
2818	09/12	09/14/2012	1120	A16033	COLUMBIA HARDWARE, LLC	Misc Inventory	2140562560	65.05
2818	09/12	09/14/2012	1120	A16034	COLUMBIA HARDWARE, LLC	Credit	2140562560	3.70-
2818	09/12	09/14/2012	1120	A17374	COLUMBIA HARDWARE, LLC	Mortar	2140562560	16.47
2818	09/12	09/14/2012	1120	A17375	COLUMBIA HARDWARE, LLC	Keytags	2140562560	16.40
2818	09/12	09/14/2012	1120	A17646	COLUMBIA HARDWARE, LLC	Brick and Mortar	5140562900	19.59
2818	09/12	09/14/2012	1120	A17654	COLUMBIA HARDWARE, LLC	Brick Trowel	514062770	7.75
2818	09/12	09/14/2012	1120	B19014	COLUMBIA HARDWARE, LLC	Key, expand foam	2140562560	21.95
2818	09/12	09/14/2012	1120	B19490	COLUMBIA HARDWARE, LLC	Key, tumbler	2140562560	17.47
2818	09/12	09/14/2012	1120	B20186	COLUMBIA HARDWARE, LLC	Tools	2140562560	35.86
2818	09/12	09/14/2012	1120	B21464	COLUMBIA HARDWARE, LLC	Roofing Nails	5140562770	3.89
2818	09/12	09/14/2012	1120	B21500	COLUMBIA HARDWARE, LLC	Silicone	5140562770	5.99
2818	09/12	09/14/2012	1120	B21537	COLUMBIA HARDWARE, LLC	Misc	5140562900	8.78
2818	09/12	09/14/2012	1120	B21642	COLUMBIA HARDWARE, LLC	Hose	5140562770	159.95
2818	09/12	09/14/2012	1120	B21682	COLUMBIA HARDWARE, LLC	Grass Seed	2140562560	15.99
2818	09/12	09/14/2012	1120	B21771	COLUMBIA HARDWARE, LLC	Paint	5140562770	34.49
Total 2818: 485.68								
2819	09/12	09/14/2012	1420	1703	DENNIS V. SNYDER JR. CONTRACTO	Assist in Water Leak Repair	2140562110	332.50
2819	09/12	09/14/2012	1420	1705	DENNIS V. SNYDER JR. CONTRACTO	Haul Contaminated Asphalt	5140562110	616.25
Total 2819: 948.75								
2820	09/12	09/14/2012	6793	30659	Donaldson & Landry	Cylinder Repair	5140562201	567.00
2820	09/12	09/14/2012	6793	30696	Donaldson & Landry	3.5" Bore	5140662201	531.00
Total 2820: 1,098.00								
2821	09/12	09/14/2012	1670	2012-1706	EMERGENCY REPORTING	Quarterly Invoice	0540562113	567.00
Total 2821: 567.00								
2822	09/12	09/14/2012	2020	1169415	GENERAL PACIFIC INC.	Grip Guy Dead End	5140562770	130.00
2822	09/12	09/14/2012	2020	1169555	GENERAL PACIFIC INC.	Meter Ring w/Lever	5140562750	162.50
Total 2822: 292.50								
2823	09/12	09/14/2012	2080	14117808	GLOBALSTAR	Sat Phone	0540562050	59.03

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 2823:								
2824	09/12	09/14/2012	2130	255054	Gorge Security Shred	Shredding	0140162110	13.65
2824	09/12	09/14/2012	2130	255054	Gorge Security Shred	Shredding	0542162110	.81
2824	09/12	09/14/2012	2130	255054	Gorge Security Shred	Shredding	2142162110	3.21
2824	09/12	09/14/2012	2130	255054	Gorge Security Shred	Shredding	3142162110	3.75
2824	09/12	09/14/2012	2130	255054	Gorge Security Shred	Shredding	4142162110	.43
Total 2824:								
2825	09/12	09/14/2012	4910	100858101D	Grant Hou	Refund Deposit	5121130	50.00
Total 2825:								
2826	09/12	09/14/2012	2320	5346190	HD Supply Waterworks, L.TD.	repair bands etc	2140562560	214.23
2826	09/12	09/14/2012	2320	5399041	HD Supply Waterworks, L.TD.	Pipe, fittings	2140562560	387.05
Total 2826:								
2827	09/12	09/14/2012	2420	6346402	HOOD RIVER CO. - FINANCE	August Deputy Service	0141962260	601.28
Total 2827:								
2828	09/12	09/14/2012	2530	7211579	HOOD RIVER GARBAGE SVC.	Add yardage	0540562439	46.05
2828	09/12	09/14/2012	2530	7244617	HOOD RIVER GARBAGE SVC.	20 Yard Drop Box	5140562780	570.36
Total 2828:								
2829	09/12	09/14/2012	2580	14326	HOOD RIVER SAND & GRAVEL	Gravel	2140562560	616.41
Total 2829:								
2830	09/12	09/14/2012	2680	083012	HUPP JR., TRACY N.	Reimburse Mileage	5140562020	219.96
Total 2830:								
2831	09/12	09/14/2012	6778	8496	J. Gately, Inc.	Chlorine	2140562650	47.18
Total 2831:								
								328.50

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 2831:								
2832	09/12	09/14/2012	2970	090812	Koch Consulting, INC.	Interim CA Services	0140162093	100.16
2832	09/12	09/14/2012	2970	090812	Koch Consulting, INC.	Interim CA Services	0140262093	30.93
2832	09/12	09/14/2012	2970	090812	Koch Consulting, INC.	Interim CA Services	0340562093	30.93
2832	09/12	09/14/2012	2970	090812	Koch Consulting, INC.	Interim CA Services	0542162093	29.08
2832	09/12	09/14/2012	2970	090812	Koch Consulting, INC.	Interim CA Services	2142162093	73.99
2832	09/12	09/14/2012	2970	090812	Koch Consulting, INC.	Interim CA Services	3142162093	74.18
2832	09/12	09/14/2012	2970	090812	Koch Consulting, INC.	Interim CA Services	4142162093	51.23
2832	09/12	09/14/2012	2970	090812	Koch Consulting, INC.	Interim CA Services	5142162093	228.18
2832	09/12	09/14/2012	2970	091512	Koch Consulting, INC.	Interim CA Services	0140162093	404.75
2832	09/12	09/14/2012	2970	091512	Koch Consulting, INC.	Interim CA Services	0140262093	125.00
2832	09/12	09/14/2012	2970	091512	Koch Consulting, INC.	Interim CA Services	0340562093	125.00
2832	09/12	09/14/2012	2970	091512	Koch Consulting, INC.	Interim CA Services	0542162093	117.50
2832	09/12	09/14/2012	2970	091512	Koch Consulting, INC.	Interim CA Services	2142162093	299.00
2832	09/12	09/14/2012	2970	091512	Koch Consulting, INC.	Interim CA Services	3142162093	299.75
2832	09/12	09/14/2012	2970	091512	Koch Consulting, INC.	Interim CA Services	4142162093	207.00
2832	09/12	09/14/2012	2970	091512	Koch Consulting, INC.	Interim CA Services	5142162093	922.00
Total 2832:								
2833	09/12	09/14/2012	3100	8411683	LIFETIME	228 Subs	4140562740	136.80
Total 2833:								
2834	09/12	09/14/2012	3110	8631	LOCAL GOVERNMENT	Membership	0140162093	169.98
2834	09/12	09/14/2012	3110	8631	LOCAL GOVERNMENT	Membership	0140262093	158.71
2834	09/12	09/14/2012	3110	8631	LOCAL GOVERNMENT	Membership	2142162093	45.61
2834	09/12	09/14/2012	3110	8631	LOCAL GOVERNMENT	Membership	3142162093	39.72
2834	09/12	09/14/2012	3110	8631	LOCAL GOVERNMENT	Membership	4142162093	17.05
2834	09/12	09/14/2012	3110	8631	LOCAL GOVERNMENT	Membership	5142162093	129.98
Total 2834:								
2835	09/12	09/14/2012	3490	96-01-01 9/1	MID-COLUMBIA ECONOMIC	Loan 96-01-01	4640562711	1,183.24
2835	09/12	09/14/2012	3490	96-01-01 9/1	MID-COLUMBIA ECONOMIC	Loan 96-01-01	4640562712	335.44
2835	09/12	09/14/2012	3490	96-01-02 9/1	MID-COLUMBIA ECONOMIC	Loan 96-01-02	4640562711	956.93
2835	09/12	09/14/2012	3490	96-01-02 9/1	MID-COLUMBIA ECONOMIC	Loan 96-01-02	4640562712	308.63

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 2835:								
2836	09/12	09/14/2012	3820	10106356	Norco, INC	Finance Charge	0540562351	2,784.24
2836	09/12	09/14/2012	3820	10249665	Norco, INC	oxygen	0540562351	4.40
Total 2836:								
2837	09/12	09/14/2012	4020	ME109300	ODOT-FUEL SALES	Fuel	0140462530	50.90
2837	09/12	09/14/2012	4020	ME109300	ODOT-FUEL SALES	Fuel	0540562420	106.76
2837	09/12	09/14/2012	4020	ME109300	ODOT-FUEL SALES	Fuel	2140562530	397.73
2837	09/12	09/14/2012	4020	ME109300	ODOT-FUEL SALES	Fuel	5140562200	255.23
2837	09/12	09/14/2012	4020	ME109300	ODOT-FUEL SALES	Fuel	5140562200	535.35
Total 2837:								
2838	09/12	09/14/2012	4070	2080328	ONE CALL CONCEPTS, INC.	locate services	5140562110	535.34
Total 2838:								
2839	09/12	09/14/2012	4090	54314	OPERATIONS MANAGEMENT INTERN	July 2012 Services	3140562700	1,830.41
Total 2839:								
2840	09/12	09/14/2012	4200	AR130672	OREGON DEPT. OF ENERGY	Energy Supplier Assessment	5140562870	6,955.92
2840	09/12	09/14/2012	4200	AR130672	OREGON DEPT. OF ENERGY	Energy Supplier Assessment	5140662870	672.00
Total 2840:								
2841	09/12	09/14/2012	6769	08-29-637	PARC Resources, LLC	Meetings	0140262075	448.00
Total 2841:								
2842	09/12	09/14/2012	4620	9963274-SP	PTTNEY BOWES - RENTAL	Rental	0140162120	1,120.00
2842	09/12	09/14/2012	4620	9963274-SP	PTTNEY BOWES - RENTAL	Rental	0540562120	495.00
2842	09/12	09/14/2012	4620	9963274-SP	PTTNEY BOWES - RENTAL	Rental	2142162120	495.00
2842	09/12	09/14/2012	4620	9963274-SP	PTTNEY BOWES - RENTAL	Rental	3142162120	32.83
2842	09/12	09/14/2012	4620	9963274-SP	PTTNEY BOWES - RENTAL	Rental	4142162121	19.54
2842	09/12	09/14/2012	4620	9963274-SP	PTTNEY BOWES - RENTAL	Rental	5142162121	19.54
2842	09/12	09/14/2012	4620	9963274-SP	PTTNEY BOWES - RENTAL	Rental	5142162121	15.63
2842	09/12	09/14/2012	4620	9963274-SP	PTTNEY BOWES - RENTAL	Rental	5142162121	17.19
2842	09/12	09/14/2012	4620	9963274-SP	PTTNEY BOWES - RENTAL	Rental	5142162121	42.99

M = Manual Check, V = Void Check

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 2842:								
2843	09/12	09/14/2012	5040	143	ROCKRANCH ENTERPRISES	Contract PW Super	0140262080	24.80
2843	09/12	09/14/2012	5040	143	ROCKRANCH ENTERPRISES	Contract PW Super	0140462080	322.40
2843	09/12	09/14/2012	5040	143	ROCKRANCH ENTERPRISES	Contract PW Super	0340562080	570.40
2843	09/12	09/14/2012	5040	143	ROCKRANCH ENTERPRISES	Contract PW Super	2140562080	917.60
2843	09/12	09/14/2012	5040	143	ROCKRANCH ENTERPRISES	Contract PW Super	3140562080	644.80
Total 2843:								
2844	09/12	09/14/2012	5160	69781	SAWTOOTH TECHNOLOGIES, LLC	Internet Service	4140662050	802.00
Total 2844:								
2845	09/12	09/14/2012	5280	2012-264IN	SHRED THREADS	Shirts	0540562029	587.70
Total 2845:								
2846	09/12	09/14/2012	5510	8022961815	STAPLES CONTRACT & COMMERCIA	Office Supplies	0140162010	40.95
2846	09/12	09/14/2012	5510	8022961815	STAPLES CONTRACT & COMMERCIA	Office Supplies	0140262010	5.17
2846	09/12	09/14/2012	5510	8022961815	STAPLES CONTRACT & COMMERCIA	Office Supplies	2142162010	14.94
2846	09/12	09/14/2012	5510	8022961815	STAPLES CONTRACT & COMMERCIA	Office Supplies	3142162010	13.36
2846	09/12	09/14/2012	5510	8022961815	STAPLES CONTRACT & COMMERCIA	Office Supplies	4142162010	4.45
2846	09/12	09/14/2012	5510	8022961815	STAPLES CONTRACT & COMMERCIA	Office Supplies	5142162010	64.83
Total 2846:								
2847	09/12	09/14/2012	5550	GE 107684	STATE OF OREGON GOVERNMENT	Annual Billing	0140162030	98.49
2847	09/12	09/14/2012	5550	GE 107684	STATE OF OREGON GOVERNMENT	Annual Billing	0140262030	92.00
2847	09/12	09/14/2012	5550	GE 107684	STATE OF OREGON GOVERNMENT	Annual Billing	2142162030	26.44
2847	09/12	09/14/2012	5550	GE 107684	STATE OF OREGON GOVERNMENT	Annual Billing	3142162030	23.02
2847	09/12	09/14/2012	5550	GE 107684	STATE OF OREGON GOVERNMENT	Annual Billing	4142162030	9.89
2847	09/12	09/14/2012	5550	GE 107684	STATE OF OREGON GOVERNMENT	Annual Billing	5142162030	75.35
Total 2847:								
2848	09/12	09/14/2012	5660	9704	TANNINEN REPAIR SERVICE LLC	Repair Eng 93, 94 and Medic 91	0540562441	811.39

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 2848:								
2849	09/12	09/14/2012	6230	BD G066910	USDA FOREST SERVICE	Unused Grant Funds	0722011	811.39
Total 2849:								
2850	09/12	09/14/2012	4910	300167616D	Virginia Norconk	Refund Deposit	5121130	200.50
Total 2850:								
2851	09/12	09/14/2012	6730	820121980	ZCORUM INC.	Internet	4140662730	105.48
Total 2851:								
9151201	09/12	09/13/2012	440	AUG12-PWR	BPA	Power Bill	5140562820	964.50
9151201	09/12	09/13/2012	440	AUG12-PWR	BPA	Power Bill	5140662820	32,159.00
Total 9151201:								
9151202	09/12	09/13/2012	3650	12080216	NATIONAL CABLE TELEVISION COOP.	Programming	4140562740	6,995.00
Total 9151202:								
9151203	09/12	09/13/2012	6090	2974 8/12	U S BANK CC	OMFOA	0140162030	4,167.28
9151203	09/12	09/13/2012	6090	2974 8/12	U S BANK CC	OMFOA	0140262030	30.29
9151203	09/12	09/13/2012	6090	2974 8/12	U S BANK CC	Data Plan	0540562050	28.29
9151203	09/12	09/13/2012	6090	2974 8/12	U S BANK CC	OMFOA	2142162030	30.00
9151203	09/12	09/13/2012	6090	2974 8/12	U S BANK CC	OMFOA	3142162030	8.13
9151203	09/12	09/13/2012	6090	2974 8/12	U S BANK CC	OMFOA	4142162030	7.08
9151203	09/12	09/13/2012	6090	2974 8/12	U S BANK CC	OMFOA	4142162030	3.04
9151203	09/12	09/13/2012	6090	2974 8/12	U S BANK CC	Access	5142162010	112.47
9151203	09/12	09/13/2012	6090	2974 8/12	U S BANK CC	OMFOA	5142162030	23.17
Total 9151203:								
9151204	09/12	09/13/2012	6090	8827 8/12	U S BANK CC	Meals	5140562770	242.47
Total 9151204:								
9151205	09/12	09/13/2012	6090	2305 8/12	U S BANK CC	Supplies	0140462520	24.46
Total 9151205:								
								319.84

STAFF REPORT

Date Prepared: 9/12/12

For City Council Meeting on: 09/24/12

TO: Honorable Mayor and City Council

PREPARED BY: Kathy Woosley

APPROVED BY: ICA Koch

KW
IK

SUBJECT: Action on approval of amendments to Council Rules.

SYNOPSIS: At the 9/10/12 meeting Council had an annual review of the Council Rules. Staff suggested changing Section 10.1.a. to require an application be submitted for consideration of appointment to City Committees. Staff is also suggesting an amendment be made to the agenda format to include a section for reports by Committees. This would be under Section 4.1. Agenda Content.

CITY COUNCIL OPTIONS:

1. Make no changes.
2. Make amendments to Council Rules as proposed.
3. Other action as deemed desirable by City Council.

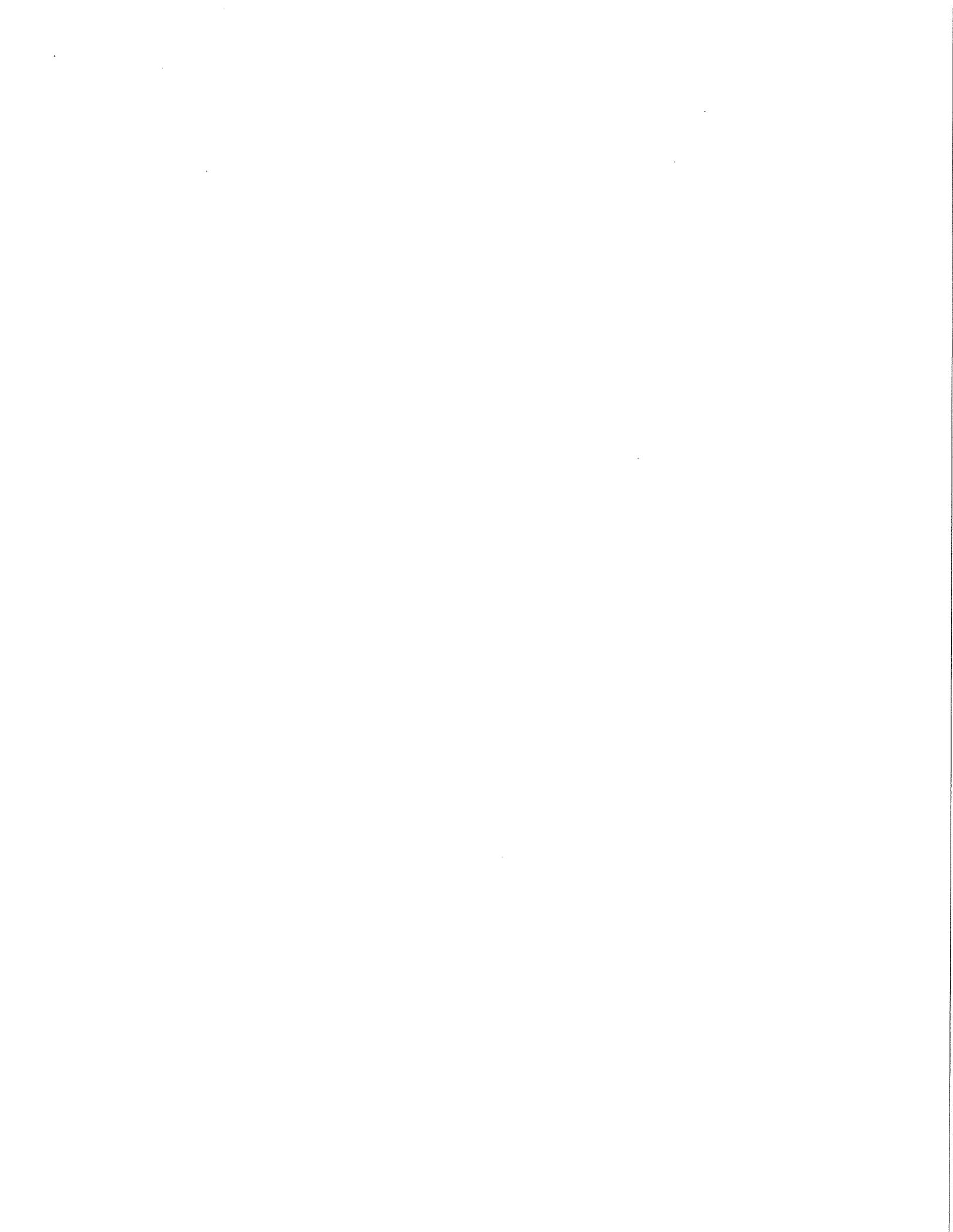
RECOMMENDATION: That the City Council, by motion, approve Resolution No. 1250 adopting the Council Rules with the proposed amendments.

Legal Review and Opinion: None necessary.

Financial review and status: NA

BACKGROUND INFORMATION:

Attachment: Council Rules
Resolution No. 1224



RESOLUTION NO. 1250

**A RESOLUTION ESTABLISHING RULES FOR THE MEETINGS,
PROCEEDINGS AND BUSINESS OF THE CITY COUNCIL OF THE CITY OF
CASCADE LOCKS, OREGON AND REPEALING RESOLUTION NO. 1224.**

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

SECTION 1. Authority. As authorized by the City Charter, Cascade Locks City Council establishes the following rules as attached as Exhibit A for its meetings, proceedings and business. These rules shall remain in effect upon their adoption by the Council until such time as they are amended, or new rules are adopted.

SECTION 2. Subjects Not Covered. Any subject not covered above shall be governed by Ordinance or by ORS.

SECTION 3. Effective Date. This resolution shall become effective upon adoption.

SECTION 4. Expiration. These rules shall remain in effect upon their adoption by the Council until such time as they are amended, or new rules are adopted.

ADOPTED by the City Council this **24th** day of **September**, 2012.

APPROVED by the Mayor this **24th** day of **September**, 2012.

ATTEST:

City Recorder

Mayor



RESOLUTION NO. 1224

A RESOLUTION ESTABLISHING RULES FOR THE MEETINGS, PROCEEDINGS AND BUSINESS OF THE CITY COUNCIL OF THE CITY OF CASCADE LOCKS, OREGON AND REPEALING RESOLUTION NO. 1210.

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

SECTION 1. Authority. As authorized by the City Charter, Cascade Locks City Council establishes the following rules as attached as Exhibit A for its meetings, proceedings and business. These rules shall remain in effect upon their adoption by the Council until such time as they are amended, or new rules are adopted.

SECTION 2. Subjects Not Covered. Any subject not covered above shall be governed by Ordinance or by ORS.

SECTION 3. Effective Date. This resolution shall become effective upon adoption.

SECTION 4. Expiration. These rules shall remain in effect upon their adoption by the Council until such time as they are amended, or new rules are adopted.

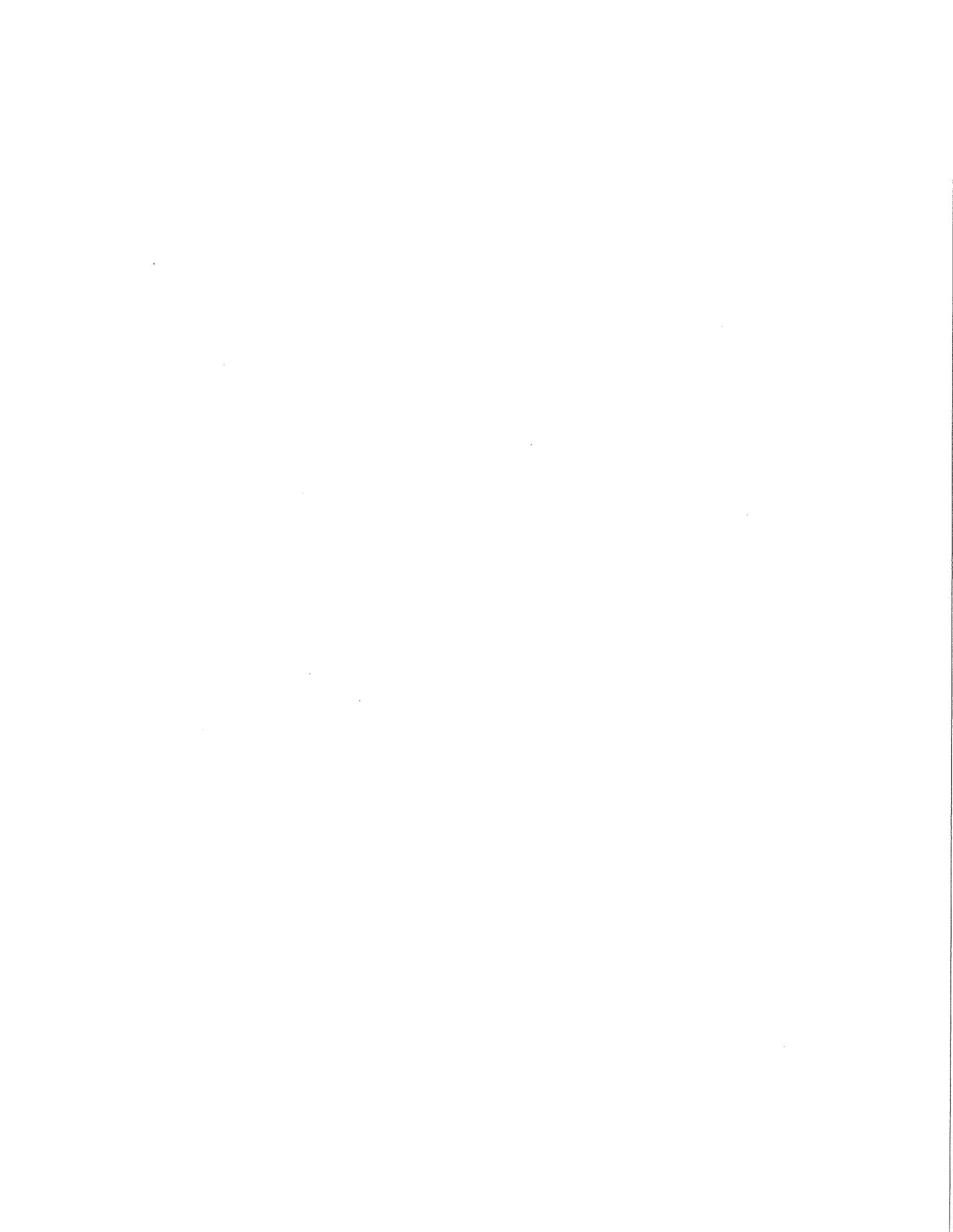
ADOPTED by the City Council this **26th** day of **September**, 2011.

APPROVED by the Mayor this **26th** day of **September**, 2011.

ATTEST:

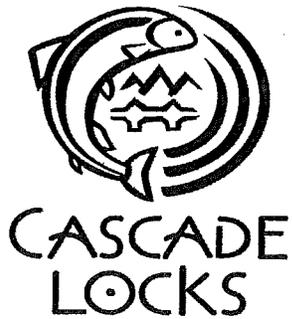
City Recorder

Mayor



CITY OF CASCADE LOCKS

COUNCIL PROCEDURES



ADOPTED SEPTEMBER 24, 2012
CITY OF CASCADE LOCKS
COUNCIL PROCEDURES

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INTRODUCTION

These rules are adopted as required by the City Charter. These rules are reviewed and updated periodically. This version of the Council Rules replaces those adopted in Resolution No. 1224 on September 26, 2011.

ORS 192.001 et seq., Public Records, Reports and Meetings and relevant portions of the City Charter and Municipal Code are incorporated into these rules by reference.

It is noted at the outset that the Public Meetings Law is a public attendance law intended to ensure that decisions of governing bodies, such as the City Council, are arrived at openly. The following procedures are designed to effectuate that intent. All meetings are open to the public, except Executive Sessions. Consistent with the Public Meetings Law, although all meetings are open to the public, the public may not be allowed to participate in all meetings, unless required by law or allowed by the governing body.

DEFINITIONS

As used in these Rules, the following mean:

Council Committees. All Council committees, commissions, task forces, and advisory bodies as specified in the City of Cascade Locks Municipal Code. These rules do not apply to committees, etc., that have been formed under the authority of the City Administrator.

Council and Council Members. The Mayor, Council President, and Councilmembers.

Council Meetings. All regular Council meetings, special meetings, executive sessions, emergency meetings, work sessions, and joint meetings with other Council committees or commissions.

SECTION 1: AUTHORITY

As authorized by the Cascade Locks City Charter of 1995, the Cascade Locks City Council establishes the following rules for the conduct of its meetings, proceedings and business. These rules shall be in effect from Council adoption until such time as they are amended, added to, deleted or replaced in the manner provided by these rules.

SECTION 2: MAYOR AND COUNCIL

- 2.1 **Presiding Officer.** The Mayor will preside over Council meetings. In the Mayor's absence, the Council President will preside. Whenever the Mayor is unable to perform the functions of the office, the Council President will act as Mayor. In the absence of both the Mayor and Council President, the Council will designate a senior member of the Council to serve as the Presiding Officer.
- 2.2 **Policy Making.** The Council is the policy making body of the City of Cascade Locks. The Council speaks on adopted policy with one voice. Council decisions

may not be unanimous, but once voted upon, define the policy position of the Council, even though individual Councilmembers' opinions may differ.

- 2.3 Filling Vacancies: Any vacancy occurring on the City Council will be filled in accordance with the City of Cascade Locks Charter, Section 30, adopted April 28, 1995.

SECTION 3: COUNCIL MEETINGS

- 3.1 Regular Meetings. Regular meetings of the Council are held on the second and fourth Monday of each month and generally adjourn no later than 10:00 p.m., but may be extended by a consensus of the Council. Regular meetings are held at the City Hall Council Chambers. The time, date, and/or location of the Regular Meeting may be changed from time to time for special circumstances (For example: holidays, joint meetings with other governing bodies, expected large audience, or to have a quorum present). Regular meeting notice requirements will be followed for any changes to regular meetings.
- 3.2 Special Meetings. Special meetings of the Council may be called by the Mayor or by the President of the Council in the Mayor's absence, or by consent of a majority of Council members, by giving notice of the meeting to the Council members and the public at least 24 hours in advance. Special meetings will be topic specific.
- 3.3 Emergency Meetings. Emergency meetings of the Council are Special Meetings that can be called with less than 24 hours advance notice. The meeting will be topic specific and the minutes will state the nature of the emergency justifying less than 24 hours notice. An attempt must be made to notify interested persons and the media of the need for the emergency meeting.
- 3.4 Workshop or Training Meetings. Workshop or training meetings of the Council may be held at the convenience of the Council at a time when as many Council members as possible can attend. These meetings may be held for Council goal setting, new Council training, Council retreats, or longer workshops for planning programs or projects. Goal setting sessions and retreats may be held out of town so long as no decision making or discussion toward decisions occurs. Any goals arrived at by the process should be confirmed in public at a Regular Meeting. These meetings are public meetings open to public attendance and may be held without opportunity for public input.
- 3.5 Executive Sessions. Executive sessions may be scheduled at any time during a meeting, and usually occur after the regular meeting. Under state public meeting laws, the topics that may be discussed in executive session are limited to the following:

Employment of specific public officers, employees and agents, and under limited circumstances. ORS 192.660(2) (a)

Discipline or dismissal of individual public officers and employees, unless the individual requests a public hearing. ORS 192.660(2) (b)

Performance evaluations of public officers and employees, unless the person being evaluated requests a public/open evaluation. ORS 192.660(2)(i)

Labor negotiator consultations. ORS 192.660(2)(d)

Discussion of exempt public records. ORS 192.660(2)(f)

Legal counsel re: litigation or litigation likely to be filed. ORS 192.660(2)(h)

Real property transactions. ORS 192.660(2)(e)

Public investments. ORS 192.660(2)(j)

Media representatives are allowed to attend executive sessions subject to the understanding that information from the meetings, that is the proper subject of an executive session, will not be reported. The Council has discretion to determine who qualifies as media for purposes of attendance at an executive session.

Councilmembers and staff should not discuss executive session matters following an executive session because doing so may permit the media to report on the matter. However, this restriction on disclosure does not apply to any formal action that may be taken following executive session.

At the commencement of each executive session, the presiding officer must state on the record the purpose of the executive session and that executive session information is confidential and may not be reported. If this is not done, the proceedings may be reported.

- 3.6 Attendance. Councilmembers need to inform the Mayor, Council President, City Administrator, or City Recorder if unable to attend any Council meeting. The Mayor will inform the Council President, City Administrator and City Recorder if unable to attend any Council meeting.

SECTION 4: AGENDA AND ORDER OF BUSINESS

- 4.1 Agenda Content. Regular Meetings and Work Sessions will generally follow the following order of business. The Presiding Officer may consider agenda items out of order as necessary to facilitate the efficient management of the meeting:

- a. REGULAR MEETING
 1. Call to Order
 - a. Pledge of Allegiance
 - b. Roll Call

2. Additions or Amendments to the Agenda
3. CONSENT AGENDA. Consent agenda items are business items about which there is expected to be no conflict and are generally routine business items. Consent agenda items usually include Action on Minutes and Payment of Approved Claims, and which do not require a roll call vote.
4. Public Hearings
5. Action Items
6. Appearance of Interested Citizens

This is the time for citizen participation during which citizens may comment on non-agenda issues (except with respect to matters that are the subject of a public hearing). Members of the public desiring to address the Council must first be recognized by the Presiding Officer and then state their name and address for the record. Each person will have up to five minutes to present their comments. Groups with like comments will be asked to choose a spokesperson who will present their joint remarks. If additional time is needed the Presiding Officer may determine the need and additional time limit. The Council may not take action on any item under Comments by General Public and Government Officials, but may ask questions for clarification and, with consensus of Council, direct staff to report back on the matter at a subsequent meeting.

The public will be allowed to comment on Action items and Reports and Presentations at the time in which these are before Council. Each person will have up to five minutes to present their comments.

7. Reports and Presentations
 - a. City Committees
8. Mayor and City Council Comments
9. Other Matters
10. Executive Session
11. ADJOURN REGULAR MEETING

b. PUBLIC HEARINGS

Public hearings will generally precede the Regular Meeting, but may be held at any time. The procedures governing the public hearing at issue will be in a written form and provided to the Presiding Officer at the time

of the hearing. The time allotted for a public hearing may be extended by the Presiding Officer or with consensus of the Council as necessary to conclude the matter; otherwise, the hearing shall be continued.

1. NON-LAND USE HEARINGS. Hearings on non-land use matters and issues are calendared and held as necessary.
2. LAND USE HEARINGS. Land use hearings may be legislative or quasi-judicial.
3. The procedures for public hearings are contained in the Appendix.

4.2 Agenda Preparation.

a. The City Administrator in coordination with the Mayor sets the agenda for each Council meeting. The City Administrator and Mayor maintain a 2-3 meeting preliminary agenda. Items may be placed on a preliminary agenda by consensus of Council or by the Mayor, City Administrator, or City Attorney.

b. The City Recorder prepares the agenda, specifying the time and place of the meeting, including a brief general description of each item to be considered by Council, and including any packet materials to be attached to the agenda. The City Recorder prepares the packet on the 4th business day prior to the meeting (Wednesday for a Monday meeting) and all materials for the packet must be provided electronically to the City Recorder by 4:00 PM on the day prior i.e. Tuesday at 4:00 PM. The City Administrator and Clerk will then review and edit all items prior to final distribution to Council. Agendas and packets are distributed to Council and available to the public for review or purchase not later than the 4th business day prior to the meeting (Wednesday for a Monday meeting).

c. The Mayor or Presiding Officer may add items to the Agenda after it is printed and distributed only when required by business necessity. The Mayor or Presiding Officer may place a new item on the Council agenda after the agenda is printed, if the Mayor or City Administrator provides reasonable explanation to justify this revision and the item receives the consent of the Mayor or Presiding Officer. The City Recorder will notify the media and any known interested citizens as soon as possible after receiving information about agenda additions. The addition of agenda items after the agenda has been printed is otherwise discouraged.

SECTION 5: COUNCIL DISCUSSION AT PUBLIC MEETINGS

- 5.1 General. Councilmembers should ask the Mayor to be recognized, be direct and candid, speak one at a time, ask questions to clarify information, and be conscious of time limits during discussions. Councilmembers are responsible for facilitating discussions.

5.2 Public Hearings. Councilmembers should not make judgments or decisions about matters presented at a public hearing until all relevant written material has been reviewed, and all staff, citizen, and Council comments, opinions and recommendations have been considered. When necessary, it may be appropriate to defer action on a hearing to request new or additional information (subject to evidentiary limitations).

5.3 Discussion and Decision Making.

a. During decision making, there should be full discussion of opinions and differences. After a decision has been made and a vote taken, that decision is the official decision of the Council. Councilmembers should not criticize other Councilmembers or staff for acting on a decision with which the Councilmember does not agree. Councilmembers may, however, point out how their individual opinion differs from the majority.

b. When the Council concurs or agrees to an item that does not require a formal motion, the Mayor will summarize the agreement and conclusion of the discussion.

c. Councilmembers may clarify their views on a particular item prior to taking the formal vote on an item.

5.4 Decorum and Order.

a. The Presiding Officer shall preserve order and decorum, prevent attacks on persons or personalities, confine debate to the subject under discussion, and decides all points of order. Councilmembers help the Presiding Officer preserve decorum during Council meetings and are required to follow the direction of the Presiding Officer and these Council Rules.

b. The Presiding Officer, or any Councilmember upon motion and majority vote, may remove any person who does not follow these rules and causes repeated disruption of the meeting. If a meeting is disrupted, the Presiding Officer may order that the Council Chambers be cleared and a recess called until order is restored. Alternatively, the Presiding Officer may call for police assistance if deemed necessary to restore order

c. Councilmembers should not use their opportunity to speak to engage in personal attack or impugn the motives of any speaker. In the event a Councilmember is personally offended by the actions or remarks of the Mayor or another Councilmember, they should note the action or actual words used and call for a "point of personal privilege" that challenges the other Council member to justify the action or language used.

d. Any Councilmember or person who is under the influence of drugs or intoxicants may be requested to leave a meeting.

SECTION 6: COUNCIL MOTIONS AT PUBLIC MEETINGS

6.1 General.

a. Unless otherwise provided for by these rules and by law in the opinion of the City Attorney, the procedure for Council meetings will be governed by the directions shown in this section which highlight the most common actions and situations encountered by Council in its regular public meetings.

b. Councilmembers should clearly and concisely state their motions. The Mayor/Presiding Officer will state the names of the Councilmember who made the motion and made the second. The Mayor may make a motion or a second, provided that they first designate the Council President, or in their absence a senior member of Council, as the presiding officer during consideration of the matter.

c. Prior to voting on a motion, the motion should be repeated by the Mayor/Presiding Officer to ensure that the action being taken and meeting record is clear.

d. Most motions die if they do not receive a second. Motions for nominations, withdrawal of a motion, agenda order, roll call votes, and a point of order do not require a second.

e. The Mayor/Presiding Officer will ask for a voice vote for all final decisions. Roll call votes are required when otherwise requested by a Councilmember and for votes on all ordinances.

f. At the conclusion of any vote, the Mayor/Presiding Officer will announce the result of the vote. Councilmembers may change their vote prior to the Mayor/Presiding Officer announcing the results of the vote.

6.2 Withdrawal. A motion may be withdrawn by the mover at any time prior to announcement of the results of the vote without the consent of the Council.

6.3 Passage. A motion passes only if it receives four or more votes, regardless of the number of Councilmembers present.

6.4 Postpone.

a. A motion to postpone to a certain time is debatable and amendable. The matter may be considered later at the same meeting or at a future meeting.

b. A motion to postpone indefinitely is debatable and is not amendable. It may be reconsidered at the same meeting only if approved by an affirmative vote. This motion does not really postpone the matter, but effectively rejects the matter without a direct vote.

- 6.5 Call for Question. A motion to call for the question ends debate on the matter and is not debatable. A second is required for this motion and it fails without a majority vote. Debate may continue if the motion fails.
- 6.6 Amendment.
- a. A motion to amend may be made to a previous motion that has been seconded but not voted on. A second is required for this motion. An amendment is made by adding, striking, or substituting words.
 - b. Motions to adjourn, agenda order, lay on the table, roll call vote, point of order, reconsideration, and take from the table may not be amended.
 - c. Amendments are voted on first, then the main motion as amended or not.
- 6.7 Reconsideration. When a question has been decided, any Council member who voted in the majority may move for reconsideration. The motion for reconsideration must be made before adjournment of the meeting in which final action on the ordinance, resolution, order or other decision was taken.

SECTION 7: COUNCIL RELATIONS AND COMMUNICATIONS

- 7.1 Council Relations With Staff.
- a. Questions of City staff and/or requests for additional information should be directed to the City Administrator or a Department Head through the City Administrator. However, simple questions readily answerable may be directed to a Department Head or senior staff member. Materials or information supplied in response will be provided to all Councilmembers.
 - b. When questions relate to matters on a meeting agenda, Councilmembers are encouraged to present their questions to the City Administrator prior to the meeting when possible. This helps to resolve common questions or issues prior to the meeting so that substantive discussion and action can take place at the meeting.
 - c. Councilmembers will not direct staff to take any action or initiate any project or study without the approval of a majority of the Council.
 - d. Councilmembers should never express concerns about the performance of a City employee in public or to the employee directly. Comments about staff performance should only be made to the City Administrator through private correspondence or conversation.
- 7.2 Council Relations With One Another in Public Meetings.
- a. The City Council is comprised of individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present

and future of the community. The public stage is provided during business meetings and should be used to show how individuals with disparate points of view can find common ground and seek compromise designed to benefit the community as a whole.

b. Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of democracy in action.

7.3 Council Relations With Citizens, Other Public Agencies, Community Organizations and Media.

a. Councilmembers should not ask citizens to appear at a Council meeting to state a complaint or question that has not been previously presented to staff. As a first step, Councilmembers should refer the citizen with questions, complaints or suggestions to the City Administrator or the appropriate Department Head. Councilmembers may further explain that if the citizen is not satisfied with the results, they may present their issue during the public input portion of the next Council meeting. Councilmembers should always inform the City Administrator upon receipt of a citizen inquiry or complaint for which some type of follow up is necessary.

b. Councilmembers should be welcoming to citizens and other non-staff speakers at public meetings. Councilmembers should ask for clarification where necessary and avoid debate and argument with any member of the public.

c. In unofficial and non-public meetings or encounters with constituents and other members of the public, Councilmembers should never expressly or impliedly promise Council or staff action of any kind or make any admissions of fault or responsibility on behalf of the City.

d. All outside communications that represent a Councilmember's individual interests and opinions in opposition to the Council position must clearly indicate that the communication is not representative of the Council position and is the Councilmember's personal position.

e. If a Councilmember represents the City or Council before another governmental agency, a community organization, or the media, the Councilmember should first state the Council majority position and then may, thereafter, state the minority position. Personal opinions and comments should be expressed only if the Council member makes clear that the opinions and comments are their own.

f. A Councilmember should obtain appropriate permission before representing another Councilmember's view or position in public.

g. Councilmembers should use discretion in disseminating staff opinions, correspondence or other staff reports regarding on-going issues prior to the issues being resolved. This is particularly important because disclosure of a document

or information may result in the document or information losing any protected or privileged status it may have had under the Public Records Law or other law.

SECTION 8: CODE OF ETHICS

- 8.1 Impartiality and Fairness. Councilmembers are encouraged to conduct themselves so as to bring credit upon the City as a whole, and to set an example of good ethical conduct for all citizens of the community. Councilmembers should constantly bear in mind these responsibilities to the entire electorate, and refrain from actions benefiting any individual or interest group at the expense of the City as a whole. Councilmembers should likewise do everything in their power to insure impartial application of the law to all citizens, and equal treatment of each citizen before the law, without regard to race, national origin, sex, age, gender, social station or economic position.
- 8.2 Oregon Statutes on Government Standards and Practices. All Council members are individually responsible for compliance with the Oregon Revised Statutes governing the ethical conduct of public employees and officials. Violation of these statutes may result in personal liability.

SECTION 9: COUNCIL MEETING STAFFING

- 9.1 City Administrator. The City Administrator will attend all Council meetings unless excused. The City Administrator may make recommendations to the Council and shall have the right to take part in all Council discussions but shall have no vote.
- 9.2 City Attorney. The City Attorney will attend Council meetings when requested for a legal issue on the agenda as determined by the Mayor and City Administrator. A consensus of Council may also request the City Attorney's presence at a Council meeting. Legal work desired by a Councilmember that is beyond routine items shall be previously negotiated for scope and cost and require a consensus of Council for execution. The Presiding Officer assisted by the City Recorder has the authority to rule on questions of order or to answer parliamentary inquiries.
- 9.3 City Recorder. The City Recorder will attend all Council meetings unless excused and keep the official minutes and perform other such duties as may be needed for the orderly conduct of the meeting.
- 9.4 Other Staff. The City Administrator will determine any other department heads that may need to attend Council meetings.

SECTION 10: COMMITTEES

- 10.1 Appointment, Removal, and Replacement Generally.

a. Citizens interested in serving on a City Committee shall submit an application to the Mayor for his or her consideration. The Mayor is responsible for appointing members to said committees and all appointments are subject to Council approval.

b. Committee Members may be removed by the Mayor after missing three consecutive meetings without excuse. Removal of Planning Commissioners however will be given special consideration and conducted in accordance with ORS 227.030. Notice of removal to the affected committee member shall be handled with respect and courtesy.

c. Filling Vacancies for Committees shall be conducted in accordance with procedure established by the City Administrator and approved by the Mayor.

i. The vacancy for Committees shall be posted at least two weeks before the vacancy is filled. The Mayor may make a determination regarding filling the vacancy in the event business is being delayed by the vacancy.

d. The Mayor shall make a determination regarding relatives or members of the same household on the same committee when making individual appointments.

10.2 Liaisons/Representatives to Other Agencies.

a. The Mayor may appoint City liaisons or representatives to all committees and task forces of other agencies and community organizations for which participation of an elected or appointed official from the City is determined to be necessary or beneficial to the City. The Mayor may remove the liaison or representative upon consensus of the Council.

b. The primary role of an appointee is to facilitate communication between the relevant committee and the Council and to represent the City's interests as determined by a majority of the Council.

10.3 Organization of the Committee System.

1. Committees should be identified as a Standing or Temporary Committee.

a. 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. The existing Standing Committees are Tourism, Museum, Planning, and Parks and Recreation. Each of these Committees has seven members with the exception of Planning, which has five members.

b. Temporary Committees are created by the Mayor. When creating a Temporary Committee, the Mayor shall:

i. Write a statement of purpose detailing the task(s) of the Committee.

- ii. Establish a timeline for the duration of the Committee. Generally Temporary Committees would remain in service for one year, but depending on the circumstances and at the Mayor's discretion, there may be variations in the duration of the Committee.
 - iii. Determine whether the Committee will consist of five or seven members.
- c. Temporary Committees that do not meet and report agendas and minutes to Council for three consecutive months will be dissolved.
- d. Temporary Services Committees:
- Public Works
 - City Light
 - Emergency Services
 - Cemetery

10.4 Guidelines for Committee Operation.

1. Each Committee should operate under the same guidelines. These guidelines should be given to each Committee Member when they are appointed to the Committee. When possible a Committee training session will be offered.
2. Along with established guidelines, each Committee should have the following common traits:
 - a. An agenda for every meeting posted at least 24 hours before the meeting.
 - b. Minutes taken at every meeting. Staff will take minutes for Budget Committee and Planning Commission. A Committee Member for all other committees shall take minutes.
 - c. The Chairperson of the Committee should preside over the meeting and create the agenda for each meeting so as to be responsive to direction from the Council. The Committee will elect the Chair.
 - d. A written or oral report shall be given to the Council at the next Council meeting after the Committee meeting.
 - e. There shall be a joint workshop with the Council at least once per year.
3. Committee meetings shall be held at City Hall or another accessible public location in Cascade Locks.

10.5 Committee Goal Setting.

1. The committee should propose goals to the Council at least once per year. These proposed goals would be subject to Council approval.

SECTION 11: USE AND DISCLOSURE OF CONFIDENTIAL INFORMATION

- 11.1 Definition. For the purposes of this section, “confidential” means anything done or communicated in a manner denoting confidence or secrecy, including, but not limited to, information designed to be held in trust or labeled as confidential; information not subject to public disclosure under the State public records or public meetings laws; information disclosed during or in connection with a privileged or protected relationship, such as between an attorney and client; and other information determined to be essential to the fiduciary duties of an elected official to the City. All matters properly discussed in executive session are confidential.
- 11.2 Disclosure of Confidential Information. Councilmembers must keep in complete confidence confidential information to insure that the City’s position is not compromised. Confidential information may be disclosed or otherwise released to the public upon a consensus determination by the Council that confidentiality is no longer necessary, or if otherwise instructed by the City Attorney.
- 11.3 Improper Disclosure. Improper disclosure of confidential information is deemed an act outside the course and scope of disclosing the Councilmember’s agency relationship with the City and may subject the Councilmember to forfeiture of the protections under the Oregon Tort Claims Act, including the right to defense and indemnification, for any damages or liability resulting from or relating to the disclosure of the confidential information.
- 11.4 Statements Relating to Confidential Matters. All public statements, information, or press releases on confidential matters will be made by designated staff or Council representative.
- 11.5 Written Materials. Council members must keep all confidential written materials in complete confidence.
- 11.6 Executive Session. Council members may not communicate any information from any executive session to the media or anyone who was not present at the executive session unless authorized by a consensus of the Council. Information from an executive session does not include information or direction made after the executive session is closed and the regular meeting resumed. If staff is given direction to proceed with negotiations or litigation in a specific matter, Council members may not have any contact or discussion on the matter or subject with any other party or its representative, or otherwise take steps that might interfere with the direction given to staff by Council.

SECTION 12: MEDIA

- 12.1 Open Meetings. All public meetings of the Council and its committees are required by Oregon law to be open to the media, freely subject to recording by any electronic means or photographic means at any time, provided that the arrangements do not interfere with the orderly conduct of the meeting. The Council does have discretion, however, to determine who or what constitutes “the media.”

Mayor Masters said staff could be directed to negotiate a contract with the City of Hood River with a recommendation to Council.

Mayor Masters said it is irresponsible to say there is illegal money in the City's budget. He said there was a legal process gone through that was thoroughly vetted by the Oregon Department of Revenue and determined to be legal. He said the City's Attorney and appropriate State Agencies have reviewed the process.

CM Lewis said he would like to review options D1 and D2 more thoroughly and work with the Fire Department Volunteers and get their input. CM Holmstrom said getting a paramedic is more important than a fire chief. He said option D1 accomplishes that.

CM Helfrich said it is important to provide Council leadership. He said D1 is the best solution and encouraging our volunteers to take the role of fire chief within our own department.

CM Lorang withdrew his motion. CM Storm suggested a six month agreement. Mayor Masters said staff could negotiate a contract and look at potential ways to reduce the costs. CM Lewis said he would like to know the Fire Department Volunteer's position. Mayor Masters suggested a motion to seek a contract with the City of Hood River.

Motion: CM Lewis moved to present options to the Fire Department Volunteers and get feed back. CM Cramblett seconded the motion. Mayor Masters said he didn't think this is a big enough step. He said staff should be directed to work on a contract because it is important to take action and get a paramedic in Cascade Locks. CM Helfrich agreed that it is important to move forward with a contract. He asked for an amendment to the motion to include moving forward with a contract to seek paramedic services with the City of Hood River. The amendment was agreed to by CM's Lewis and Cramblett. CM Lorang asked for an amendment to have the contract at the next City Council meeting for final approval. CM Lewis said he would agree to review the contract but it might not be approved.

Mayor Masters restated the motion with amendments to present options D1 and D2 to the Emergency Services Department, seek a contract for paramedic staff with the City of Hood River, the duration of the contract be one year with a six month opt out, staff flexibility to negotiate the cost of the contract, and the contract be on the next agenda for Council consideration.

The motion with amendments was passed unanimously by CM's Cramblett, Holmstrom, Helfrich, Lewis, Lorang, Storm, and Mayor Masters.

b. Approve New Liquor License for Cascade Ale House. Motion: CM Lorang moved, seconded by CM Lewis, to approve the new liquor license for Cascade Ale House. The motion was passed unanimously by CM's Cramblett, Holmstrom, Helfrich, Lewis, Lorang, Storm, and Mayor Masters.

c. Approval of Ordinance No. 418 Vacating a Portion of Hassalo St. and Providing for the Vesting of Title. Mayor Master read the second reading by title only of Ordinance No. 418. The motion made to adopt the ordinance at the July 23, 2012 meeting passed unanimously by CM's Cramblett, Holmstrom, Helfrich, Lewis, Lorang, Storm, and Mayor Masters.

d. Approve Resolution No. 1249 Establishing System Development Charges and Connection Fee for the Municipal Sewer System; and Repealing Resolution No. 1069. CR Mosley said she had recently discovered that the connection fee for sewer had been removed with an update of the fee policy. She stated a connection fee to sewer is a normal customary fee. ICA Koch said this is the same fee that was on the books in 1998 and rolling forward to document this into the fee structure to properly charge customers. **Motion:** CM Storm moved, seconded by CM Helfrich, to approve Resolution No. 1249. The motion was passed with CM's Holmstrom, Helfrich, Lewis, Lorang, Storm, and Mayor Masters voting in favor. CM Cramblett opposed.

CM Cramblett said he didn't see any reason this fee couldn't wait for a vote of the people. CM Helfrich thanked CR Woosley for her due diligence and doing a good job in her research. He said this is a normal fee charged by cities.

City Attorney Cleaveland said he reviewed this and it is consistent with the Council's position on administrative versus legislative and is pursuant to an underlying ordinance that gives the ability.

6. Appearance of Interested Citizens to Share a Variety of Perspectives on Issues Facing Our Community: Mrs. Wittenberg and Ms. Carron spoke to the Council regarding the community calendar. They said it takes a lot of time to get the information for the calendar and to fold for insertion with the utility bills. They asked if Council wanted to the community calendar to continue to be sent out and asked if anyone else would like to volunteer. Mrs. Wittenberg said it would be helpful if information of interest to the public that came in for Channel 23 could be forwarded to Ms. Carron to be transferred to the calendar. Ms. Morse said that the kids at Parks and Recreation Youth Nights could help fold the calendars.

Mr. Palais said he would be in his office tomorrow and Wednesday from 8:30 – 4:30 and the 6th town hall meeting would be held on October 17th in the pavilion from 7:00 – 9:00.

Ms. Morse said Parks and Recreation would be hosting a "Last Saturday" Street Carnival event. She said there would be skateboarding demonstrations, free helmets, knee pads, prizes, popcorn, smores, music, face painting, and participation with several organizations and volunteers. She said the location of the event is still yet to be determined but most likely in the park where there are restroom facilities and water.

Mr. Kononen said Hood River has taken the high school, the middle school, and has heard that the elementary will be taken next year. He said it seems Hood River is taking everything from us. He said there was a motion earlier to let the EMS Department hear the options, it was then summarized as D1 and D2, and then D2 was taken off the table. He said personally he doesn't want Hood River to have anything to do with the Fire Department. Mr. Kononen said Cascade Locks needs to be self-sufficient and have control.

Ms. Stuart said she and Mr. Brostoff have petitions available for anyone that wishes to sign. She said they would like to convince the City Council that a resolution is needed for coal trains. She said there are enough in the community that feels that this affects the whole community. She said there are more reasons than dust to consider. Ms. Stuart said if anyone is interested in signing the petition to contact her or Mr. Brostoff.

7. Reports and Presentations:

a. Public Works Report on Recent Water Leaks and Water System Condition (oral). PWF Price stated in August there were 14 million gallons of water produced and sold 6 million gallons. He said the department has walked the lines looking for leaks, and have repaired eight leaks this last month. PWF Price said there is one line in particular, about two miles worth, installed in the mid 40's that is deteriorating. There were pieces of deteriorated pipe in chambers for Council to see.

CM Lewis asked if the Water Mast Plan Update would be a pre requisite to getting grants to help repair the lines. He asked if there is a way to prioritize and estimate the costs. He said he would like to see that the money spent is in a place to get ahead and not just be "putting out fires". He asked when the plan was expected to be completed. ICA Koch said the plan was supposed to be finished by the end of the year but may have to be extended to mid February. He said the plan would include a priority list and costs.

ICA Koch said the Public Works Department has been out in the field everyday, working overtime, doing a wonderful job trying to get these leaks under control. He said there are going to be band aids in some places and returning in a year or two to totally replace. Mayor Masters said Council appreciates the work being done. **Review Proposed RFQ for CATV/Internet and Broad Band Service.** ICA Koch said he worked with David Olson to prepare a preliminary draft of the RFQ for Council consideration. CM Lewis expressed his

concern with flash cutting. He asked to talk to ES Hupp to see if there is some way to migrate to the system without cutting customers off. ICA Koch said this could be added to the RFQ.

CM Helfrich left the meeting at 8:40 PM.

b. Report and Recommendations from Tourism Committee. TC Carron said she is presenting recommendations as a way to keep lines of communication open. She read the recommendations of the Tourism Committee.

CM Lewis said if Council is going to have discussion regarding the Tourism Committee it appears on the agenda and doesn't think a personal invitation is warranted. TC Carron said she is on several committees and really busy with Tourism so it would be nice for someone to let her know when the Tourism Committee would be on the agenda. She said this hasn't happened recently but did before. Mayor Masters said he had a sense that this has been communicated with this Council.

Mayor Masters said there is guidance in the Charter for Council to appoint members. He said there is an application process and not an interview process. TC Carron said when Lorraine Massey was reinstated she had to go through an interview process. Mayor Masters said he didn't conduct a phone interview and had just read the application. He said he didn't have any problem with the Tourism Chair reviewing applications and welcomed any recommendations.

Mayor Masters said he remembered some discussion regarding the transient room tax ordinance. He said he wouldn't be opposed to refresh that conversation.

Mayor Masters said meeting with the Tourism Committee a couple of times a year is a good idea. It was agreed that November and February would be good months to do that.

CM Lewis asked if these recommendations were a result of some perceived problems by the Tourism Committee with Council. TC Carron said Council made changes to the budget and several Tourism Committee members were upset about that and that they didn't have any input. Mayor Masters said the Budget Committee is where changes are made to the budget. He said he couldn't recall a Council meeting where the Tourism budget was changed.

CM Storm said communication is important and encouraged TC Carron to let Council know when there is something wrong.

c. Review Proposed RFQ for CATV/Internet and Broad Band Service (this was discussed prior to 7.b.).

d. Review Council Rules. CR Woosley pointed out a change to be made in the committee section of Council Rules noting an application process instead of letter of interest for those interested in joining a committee. There were no other recommended changes.

e. ICA Koch Report (handout). ICA Koch gave his report.

8. Mayor and City Council Comments: CM Holmstrom stated he hoped the community calendar would be continued. He said he didn't want to exclude the input of the EMS Volunteers for options of managing that department. He said the League of Oregon Cities Conference is this month and is a great opportunity for those that haven't attended before.

CM Lorang said following the last election there were accusations made against the 5 Alarm Recall Committee. He said State Elections Division stated there were no violations made and everything was done in accordance with the law. He said there was a letter to the editor referencing the Council as illegitimate. He said vacancies were appointed following the bylaws of the state and the charter. CM Lorang said there were accusations made regarding the budget. He said those accusations of violations were also found to be nonexistent.

- 12.2 Media Attendance at Executive Sessions. Media representatives are allowed to attend most Council executive sessions subject to the understanding that issues will not be reported. Upon opening the executive session, the Mayor/Presiding Officer specifies what may or may not be reported. The public meetings statute allows the general subject of the discussion to be disclosed. Media representatives are not allowed to tape or video record executive sessions. Media representatives may be restricted from attending executive sessions involving deliberations with persons designated by Council to carry on labor negotiations.

SECTION 13: SUSPENSION OR AMENDMENT OF COUNCIL RULES

- 13.1 Suspension. Any provision of these rules not governed by State law, the City Charter or City Code may be temporarily suspended by a majority vote of the Council
- 13.2 Amendment. These Rules are in effect from adoption until amended or repealed. Amendments, deletions, additions, or repeal to the Council Rules are made by resolution adopted by the Council.

SECTION 14: EXPENSES AND REIMBURSEMENT FOR MAYOR AND COUNCILORS.

- 14.1 Expenses and Reimbursement. Councilors will follow the same rules and procedures for reimbursement as those which apply to City employees, as established by City Policy. Councilor expenditures for other than routine reimbursable expenses (e.g., conference registration, travel, etc.) must require advance Council approval according to the purchasing rules which apply citywide.

A Councilor who will be traveling on City business may make his or her own reservations for travel and lodging in accordance with City policy. Upon request to the City Recorder, travel accommodations for Councilors will be made by City Staff.

The City does not reimburse Councilor for expenses incurred by their spouses.

APPENDIX

PROCEDURE FOR PUBLIC HEARINGS

1. Quasi-Judicial Hearings—Ex Parte Contacts and Disqualification.

a. Ex parte contacts are an issue only in quasi-judicial proceedings. The term “ex parte” is defined as; “on one side only; by or for one party; done for, in behalf of, or on the application of, one party only”. An ex parte contact is more often a conversation or other contact with the applicant or a witness concerning an application or other quasi-judicial matter. It is not a conversation with staff, or conversation between two Council members or Planning Commission members. It is a conversation between a Council member and a Planning Commission member, or discussion of an application at an unnoticed public meeting, a letter received individually, or a conversation with the applicant or a person interested in the proceeding. Site visits and attendance at a Planning Commission public hearing on a quasi-judicial matter are also ex parte contacts.

b. The existence of an ex parte contact or bias will not render the decision void so long as the ex parte contact is disclosed on the record as provided below.

c. All ex parte contacts must be disclosed on the record at the first hearing following the communication. The disclosure must explain the substance of the communication, not just the existence. The disclosure must also be public, giving interested persons or parties the right to rebut the substance of the communication. The Councilmember must also state whether the ex parte contact affects the Councilmember’s impartiality or ability to vote on the matter. The Councilmember must state whether he or she will participate or abstain.

d. Bias of hearing body member may result from ex parte contacts, or conflicts of interest, or something else. The public and other hearing body members always have the opportunity to challenge a hearing body member’s ability to be impartial.

e. Although a Councilmember may choose to participate, notwithstanding an ex parte contact or bias, the Councilmember may be disqualified from the hearing by a majority vote of the Council. The Councilmember disqualified shall not participate in the debate, shall step down from the bench for that portion of the meeting and cannot vote on that motion.

f. A Councilmember who was absent during the presentation of evidence cannot participate in any deliberations or decisions regarding the matter unless the Councilmember has reviewed all the evidence and testimony received, and disclosed for the record that they have done so.

2. Conducting Legislative Hearings. The following is the general order of legislative public hearing proceedings:

- a. The Mayor, or Presiding Officer, announces the convening of the Public Hearing and announces the nature of the matter to be heard as it is set forth on the agenda.
 - b. Discussion of Conflict of Interest of any members of Council.
 - c. The Mayor/Presiding Officer declares the hearing to be open and invites members of the audience to be heard in the following order:
 1. Staff Report
 2. Correspondence
 3. Persons to speak in support of the matter
 4. Persons to speak in opposition of matter
 5. Persons to speak neither for nor against the matter
 6. Staff Rebuttal
 - d. The Mayor/Presiding Officer closes the public hearing.
 - e. The Mayor/Presiding Officer calls for deliberations to start.
 - f. Council deliberations and vote.
3. Conducting Quasi-Judicial Land Use Hearings. The following is the general order of quasi-judicial public hearing proceedings:
- a. Conduct of Quasi-Judicial Hearings for land use hearings must conform to the requirements in Oregon Revised Statutes (ORS Ch. 197 and 227).
 - b. The Mayor/Presiding Officer announces prior to opening the hearing the nature of the matter to be heard as set forth on the agenda and the procedure to be followed for the hearing.
 - c. The Mayor/Presiding Officer gives notice that failure to address criteria or raise any other issue with sufficient specificity precludes an appeal on that criteria or issue.
 - d. Discussion of jurisdiction and impartiality of the Council.
 - e. The Mayor/Presiding Officer then declares the hearing to be open and invites members of the audience to be heard in the following order:

1. Staff Report/Introduction of the Appeal
2. Correspondence
3. Applicant or Appellant's Presentation
4. Other Testimony in support of the application or appeal
5. Testimony in opposition of matter
6. Testimony neither for nor against the matter
7. Applicant or Appellant's rebuttal and recommendation
8. Staff's rebuttal and recommendation
9. Questions from Council to staff

f. The Mayor/Presiding Officer closes the hearing and takes no further testimony from the audience. Under certain circumstances, the record may be left open. Consult with staff.

g. If the hearing is not continued, Council deliberates and votes.

h. The Council has the discretion to adopt the findings or direct the staff or prevailing party to submit proposed findings for Council consideration and adoption at a future meeting.

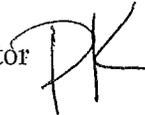
STAFF REPORT

Date Prepared: September 17, 2012

For City Council meeting on September 24, 2012

TO: Hon. Mayor and City Council

PREPARED BY: Paul Koch, Interim City Administrator



APPROVED BY: N/A

SUBJECT: Recommending a contract with Brown & Kysar regarding the Electric Department

SYNOPSIS: For a number of years the City has utilized Brown and Kysar Inc. as the official engineer to provide services to the Electric Department. There was no formal City Council approved contract to be found, we did find signed contracts in the department. This contract needs to be approved and authorized by City Council.

The Electric Department regularly budgets for funding for projects where special engineering services will be required. B & K Inc. has been providing those services for a number of years and City staff is highly satisfied with both the timeliness and quality of the work provided.

Annually the costs for the services of B & K Inc. have run at about \$15,000 to \$18,000 in the previous few years. In the approved 2012-13 Budget the cost for these services is estimated to be \$30,000.

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

RECOMMENDATION: That City Council, by motion, approve the proposed three year contract with Brown and Kysar Inc. for engineering services in the Electric Department not to exceed \$30,000 and authorize the Mayor to sign the contract.

Legal Review: The City Attorney was actively involved in negotiating and preparing this contract. The proposed contract is in the City's standard format.

Financial Review: The cost to the City will not exceed \$30,000 and will be based on need and as approved in the annual City Budget. Any proposed costs over and above the \$30,000 will come to City Council for formal action. Sufficient funds to cover these estimated costs are included in the approved 2012-13 budget.

BACKGROUND INFORMATION:

1. A copy of the proposed three year contract is attached for City Council information.
2. The contract year begins August 1, 2012 and runs to July 31, 2015.
3. The contract specifies the use of Brown & Kysar Inc. for professional engineering and consulting services on an "as needed" basis or "on call" on such topics as planning, design, operations, power supply, construction and specialty services related to the electric system and department of the City.
4. Exhibit C identifies the pay rate schedule used by this firm.
5. This same firm has the contract to do the electric Rate Study for the City.

CITY OF CASCADE LOCKS
CITY ON-CALL ENGINEER SERVICES CONTRACT

DATE: _____

PARTIES:	City of Cascade Locks Cascade Locks, OR	("City")
	Brown & Kysar, Inc. Po Box 1720. Battle Ground, WA , 98604	("Professional")

RECITALS

Professional is being engaged to provide professional engineering services to act as the City On-Call Engineer for the City. Professional has been chosen by City to enter into this Contract pursuant to Ordinance 305.

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

- 1. Contract Period.** This Contract shall be effective as of August 1, 2012. Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate on July 31, 2015. 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.
- 2. Statement of Work.** Professional shall perform the work (the "Work") as set forth in the Scope of Work attached as Exhibit A. Professional shall perform the Work in accordance with the terms and conditions of this Contract. To the extent that the terms and conditions of this Contract and any attachments conflict, the terms and conditions of this Contract shall control.
- 3. Consideration**
 - a. The maximum, not-to-exceed compensation payable to Professional under this Contract, which includes in-house expenses, is Thirty Thousand Dollars, \$30,000 per year beginning August 1, 2012 and continuing for three (3) years. Out-sourced expenses will be reimbursed only if City has authorized the out-sourced expense by written addenda. City will not pay Professional any unapproved amounts in excess of the not-to-exceed compensation of this Contract for completing the Work, and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Professional performs Work subject to the amendment.
 - b. Professional shall submit monthly invoices to the City for Work performed. The invoices shall describe all Work performed with particularity and by whom it was performed and shall itemize and explain all expenses that this Contract requires City to pay and for which Professional claims reimbursement. Each invoice also shall include the total amount invoiced to date by Professional prior to the current invoice.
 - c. City reasonably believes as of the effective date that sufficient funds are appropriated and authorized for expenditure to finance the cost of this Contract. Professional understands and agrees that City's payment of amounts due under this Contract is contingent on such funds being appropriated and authorized. City is obligated to pay the costs of this contract regardless of appropriation.
- 4. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence: this Contract less all exhibits, attached Exhibit A (Scope of Work), Exhibit B (Required Insurance) and Exhibit C (Rate Schedule). Exhibits A-B-C are attached to this Contract and incorporated by this reference.
- 5. Independent Contractor; Responsibility for Taxes and Withholding**

a. Professional 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 Professional's performance. Professional is responsible for determining the appropriate means and manner of performing the Work.

b. Professional understands and agrees that it is not an "officer", "employee", or "agent" of the City, as those terms are used in ORS 30.265.

c. Professional is responsible for all federal or state taxes applicable to compensation or payments paid to Professional under this Contract and, unless Professional is subject to backup withholding, City will not withhold from such compensation or payments any amount(s) to cover Professional's federal or state tax obligations. Professional is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Professional under this Contract, except as a self-employed individual.

6. Subcontracts, Successors, and Assignments

a. Professional shall not enter into any subcontracts for any of the Work required by this Contract without City's prior written consent. In addition to any other provisions City may require, Professional shall include in any permitted subcontract under this Contract provisions to ensure that City will receive the benefit of subcontractor performance as if the subcontractor were the Professional under this Contract. City's consent to any subcontract does not relieve Professional of any of its duties or obligations under this Contract.

b. This Contract is binding upon and inures to the benefit of the parties, their respective successors, and permitted assigns, if any.

c. Professional shall not assign, delegate or transfer any of its rights or obligations under this Contract without City's prior written consent.

7. No Third Party Beneficiaries. City and Professional are the only parties to this Contract and are the only parties entitled to enforce the terms of this Contract. Nothing in this Contract gives, is intended to give, or may be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless the third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of the terms of this Contract.

9. Representations and Warranties.

a. **Professional's Representations and Warranties.** Professional represents and warrants to City that (1) Professional has the power and authority to enter into and perform this Contract, (2) this Contract, when executed and delivered, is a valid and binding obligation of Professional enforceable in accordance with its terms, (3) Professional has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Professional will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Professional's industry, trade or profession, (4) Professional will, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work, and (5) Professional prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

b. **Warranties cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

10. Confidential Information.

a. Professional acknowledges that it or its employees, subcontractors or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is the confidential information of City or City's clients. Any and all information provided by City and marked confidential, or identified as confidential in a separate writing, that becomes available to Professional or its employees, subcontractors or agents in the performance of this Contract shall be deemed to be confidential information of City ("Confidential Information"). Any reports or other documents or items, including software, that result from Professional's use of the Confidential Information and any Work Product (as defined below) that City designates as confidential are deemed Confidential Information. Confidential Information shall be deemed not to include information that: (a) is or becomes (other than by disclosure by Professional) publicly known; (b) is furnished by City to others without restrictions similar to those imposed by this Contract; (c) is rightfully in Professional's possession without the obligation of nondisclosure prior to the time of

its disclosure under this Contract; (d) is obtained from a source other than City without the obligation of confidentiality; (e) is disclosed with the written consent of City; or (f) is independently developed by employees or agents of Professional who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Professional agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Professional uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to City under this Contract, and to advise each of its employees, subcontractors and agents of their obligations to keep Confidential Information confidential. Professional shall use its best efforts to assist City in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Professional shall advise City immediately in the event Professional learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and Professional will at its expense cooperate with City in seeking injunctive or other equitable relief in the name of City or Professional against any such person. Professional agrees that, except as directed by City, Professional will not at any time during or after the term of this Contract disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Contract, and that upon termination of this Contract or at City's request, Professional will turn over to City all documents, papers, and other matter in Professional's possession that embody Confidential Information.

c. Injunctive Relief. Professional acknowledges that breach of this Section 10, including disclosure of any Confidential Information, will give rise to irreparable injury to City that is inadequately compensable in damages. Accordingly, City may seek and obtain injunctive relief against the breach or threatened breach of this Section 10, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of City and are reasonable in scope and content.

d. Security. Professional shall comply with all virus-protection, access control, back-up, password, and other security and other information technology policies of City when using, having access to, or creating systems for any of City's computers, data, systems, personnel, or other information resources.

11. Ownership of Work Product.

a. Definitions. As used in this Section 11, and elsewhere in this Contract, the following terms have the meanings set forth below:

(i) "Professional Intellectual Property" means any intellectual property owned by Professional and developed independently from the Work.

(ii) "Third Party Intellectual Property" means any intellectual property owned by parties other than City or Professional.

(iii) "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Professional is required to deliver to City pursuant to the Work.

b. Original Works. All Work Product created by Professional pursuant to the Work, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of City. City and Professional agree that original works of authorship are "work made for hire" of which City is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to the Work is not "work made for hire," Professional hereby irrevocably assigns to City any and all of its rights, title, and interest in all original Work Product created pursuant to the Work, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon City's reasonable request, Professional shall execute further documents and instruments necessary to fully vest such rights in City. Professional forever waives any and all rights relating to original Work Product created pursuant to the Work, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

In the event that Work Product created by Professional under this Contract is a derivative work based on Professional Intellectual Property, or is a compilation that includes Professional Intellectual Property, Professional hereby grants to City an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative

works based upon, distribute copies of, perform and display the pre-existing elements of the Professional Intellectual Property employed in the Work Product, and to authorize others to do the same on City's behalf.

In the event that Work Product created by Professional under this Contract is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Professional shall secure on the City's behalf and in the name of the City an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on City's behalf.

c. Professional Intellectual Property. In the event that Work Product is Professional Intellectual Property Professional hereby grants to City an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Professional Intellectual Property, and to authorize others to do the same on City's behalf.

d. Third Party Works. In the event that Work Product is Third Party Intellectual Property, Professional shall secure on the City's behalf and in the name of the City, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on City's behalf.

e. Limited City Indemnity. To the extent permitted by the Oregon Constitution and the Tort Claims Act, Professional shall be indemnified and held harmless by City from liability arising out of re-use or alteration of the Work Product by City which was not specifically contemplated and agreed to by the parties.

f. Contractor Use of Work Product. Professional may refer to the Work Product in its brochures or other literature that Professional utilizes for advertising or promotional purposes and, unless otherwise specified by City, may use the Work Product on other unrelated projects.

12. Indemnity.

a. GENERAL INDEMNITY. Professional SHALL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS THE CITY AND ITS OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST FOR ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (TOGETHER "LIABILITIES") RESULTING FROM OR ARISING OUT OF THE ACTS OR OMISSIONS OF Professional OR ITS SUBCONTRACTORS, AGENTS OR EMPLOYEES UNDER THIS CONTRACT, EXCEPT THAT Professional IS NOT OBLIGATED TO INDEMNIFY THE CITY TO THE EXTENT THE LIABILITIES RESULT FROM OR ARISE OUT OF THE CITY'S NEGLIGENT ACTS OR OMISSIONS.

b. PROFESSIONAL INDEMNITY. Professional SHALL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS THE CITY AND ITS OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES ARISING OUT OF THE PROFESSIONALLY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF Professional OR ITS SUBCONTRACTORS, AGENTS OR EMPLOYEES IN THE PERFORMANCE OF THIS CONTRACT.

c. CONTROL OF DEFENSE AND SETTLEMENT. Professional SHALL HAVE CONTROL OF THE DEFENSE AND SETTLEMENT OF ANY CLAIM THAT IS SUBJECT TO SECTIONS 11.a OR 11.b; HOWEVER, NEITHER CONTRACTOR NOR ANY ATTORNEY ENGAGED BY CONTRACTOR SHALL DEFEND THE CLAIM IN THE NAME OF THE CITY, NOR PURPORT TO ACT AS LEGAL REPRESENTATIVE OF THE CITY OR ANY OF ITS AGENCIES, WITHOUT FIRST RECEIVING FROM THE CITY ATTORNEY, IN A FORM AND MANNER DETERMINED APPROPRIATE BY THE CITY ATTORNEY, AUTHORITY TO ACT AS LEGAL COUNSEL FOR THE CITY, NOR SHALL Professional SETTLE ANY CLAIM ON BEHALF OF THE CITY WITHOUT THE APPROVAL OF THE CITY ATTORNEY. THE CITY MAY, AT ITS ELECTION AND EXPENSE, ASSUME ITS OWN DEFENSE AND SETTLEMENT IN THE EVENT THAT THE CITY DETERMINES THAT Professional IS PROHIBITED FROM DEFENDING THE CITY, OR IS NOT ADEQUATELY DEFENDING THE CITY'S INTERESTS, OR THAT AN IMPORTANT GOVERNMENTAL PRINCIPLE IS AT ISSUE AND THE CITY DESIRES TO ASSUME ITS OWN DEFENSE.

13. Insurance. Professional shall maintain in effect for the duration of this Contract the insurance as set forth in attached Exhibit B.

14. Default; Remedies; Termination.

a. Default by Professional. Professional is in default under this Contract if:

(i) Professional institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or

(ii) Professional no longer holds a license or certificate that is required for Professional to perform its obligations under the Contract and Professional has not obtained such license or certificate within fourteen (14) calendar days after City's notice or such longer period as City may specify in the notice; or

(iii) Professional commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Work under this Contract within the time specified or any extension thereof, or so fails to pursue the Work as to endanger Professional's performance under this Contract in accordance with its terms, and the breach, default or failure is not cured within fourteen (14) calendar days after City's notice, or any longer period as City may specify in the notice.

b. City's Remedies for Professional's Default. In the event Professional is in default under Section 14.a, City may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to:

(i) termination of this Contract under Section 14.e(ii);

(ii) withholding all monies due for Work and Work Products that Professional has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;

(iii) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;

(iv) exercise of its right of setoff.

These remedies are cumulative to the extent the remedies are not inconsistent, and City may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Professional was not in default under Sections 13.a, then Professional shall be entitled to the same remedies as if this Contract was terminated pursuant to Section 13.e(i).

c. Default by City. City is in default under this Contract if:

(i) City fails to pay Professional any amount pursuant to the terms of this Contract, and City fails to cure the failure within thirty (30) calendar days after Professional's notice or any longer period as Professional may specify in the notice; or

(ii) City commits any material breach or default of any covenant, warranty, or obligation under this Contract, and the breach or default is not cured within thirty (30) calendar days after Professional's notice or any longer period as Contractor may specify in the notice.

d. Professional's Remedies for City's Default. In the event City terminates the Contract under Section 14.e(i), or in the event City is in default under Section 13.c and whether or not Professional elects to exercise its right to terminate the Contract under Section 13.e(ii), Professional's sole monetary remedy is (a) with respect to services compensable on an hourly basis, a claim for unpaid invoices, hours worked within any limits set forth in this Contract but not yet billed, authorized expenses incurred and interest within legal limits, and (b) with respect to deliverable-based Work, a claim for the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by City, less previous amounts paid and any claim(s) that City has against Professional. In no event is City liable to Professional for any expenses related to termination of this Contract or for anticipated profits. If previous amounts paid to Professional exceed the amount due to Professional under this Section 14.d, Professional shall pay immediately any excess to City upon written demand provided in accordance with Section 20.

e. Termination.

(i) **City's Right to Terminate at its Discretion.** At its sole discretion, City may terminate this Contract:

(A) For its convenience upon thirty (30) days' prior written notice by City to Professional;

(B) Immediately upon written notice if City fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to pay for the Work or Work Products; or

(C) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the City's purchase of the Work or Work Products under this Contract is prohibited or City is prohibited from paying for such Work or Work Products from the planned funding source.

(ii) **City's Right to Terminate for Cause.** In addition to any other rights and remedies City may have under

this Contract, City may terminate this Contract immediately upon written notice by City to Professional, or at such later date as City may establish in the notice, or upon expiration of the time period and with the notice as provided in Section 14.e(ii)(B) and 14.e(ii)(C) below, upon the occurrence of any of the following events:

(A) Professional is in default under Section 14.a(i) because Professional institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;

(B) Professional is in default under Section 14.a(ii) because Professional no longer holds a license or certificate that is required for it to perform services under the Contract and Professional has not obtained the license or certificate within fourteen (14) calendar days after City's notice or any longer period as City may specify in such notice; or

(C) Professional is in default under Section 13.a(iii) because Professional commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Professional's performance under this Contract in accordance with its terms, and the breach, default or failure is not cured within fourteen (14) calendar days after City's notice, or any longer period as City may specify in such notice.

(iii) Professional's **Right to Terminate for Cause**. Professional may terminate this Contract with written notice to City as provided in Sections 14.e(iii)(A) and 14.e(iii)(B) below, or at such later date as Professional may establish in the notice, upon the occurrence of the following events:

(A) City is in default under Section 14.c(i) because City fails to pay Professional any amount pursuant to the terms of this Contract, and City fails to cure such failure within thirty (30) calendar days after Professional's notice or any longer period as Professional may specify in the notice; or

(B) City is in default under Section 14.c(ii) because City commits any material breach or default of any covenant, warranty, or obligation under this Contract, fails to perform its commitments hereunder within the time specified or any extension thereof, and City fails to cure the failure within thirty (30) calendar days after Professional's notice or any longer period as Professional may specify in the notice.

(iv) **Return of Property**. Upon termination of this Contract for any reason whatsoever, Professional shall immediately deliver to City all of City's property (including without limitation any Work or Work Products for which City has made payment in whole or in part) that is in the possession or under the control of Professional in whatever stage of development and form of recordation such City property is expressed or embodied at that time. Upon receiving a notice of termination of this Contract, Professional shall immediately cease all activities under this Contract, unless City expressly directs otherwise in the notice of termination. Upon City's request, Professional shall surrender to anyone City designates, all documents, research or objects or other tangible things needed to complete the Work and the Work Products.

15. Records Maintenance; Access. Professional shall maintain all financial records relating to this Contract in accordance with generally accepted accounting principles. In addition, Professional shall maintain any other records pertinent to this Contract in a manner that clearly documents Professional's performance. Professional acknowledges and agrees that City and its duly authorized representatives shall have access to the financial records and other books, documents, papers, plans, records of shipments and payments and writings of Professional that are pertinent to this Contract, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Professional shall retain and keep accessible all the financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of three (3) years, or any longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

16. Compliance with Applicable Law. Professional shall employ the same professional skill, care, and diligence as other professionals providing similar services under similar conditions to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Contract. Professional shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(ee)), recycled PETE products (as defined in ORS 279A.010(ff)), and other recycled products (as "recycled product" is defined in ORS 279A.010(gg)).

17. Foreign Contractor. If Professional is not domiciled in or registered to do business in the State of Oregon, Professional shall demonstrate its legal capacity to perform the Work under this Contract in the State of Oregon prior to entering into this Contract.

18. Force Majeure. Neither City nor Professional shall be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts, or other acts of political sabotage, or war where such cause was beyond the reasonable control of City or Professional, respectively. Professional shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

19. Time is of the Essence. Professional agrees that time is of the essence under this Contract.

20. Notice. Except as otherwise expressly provided in this Contract, any communications between the parties or notices to be given under this Contract shall be given in writing, personal delivery, facsimile, or mailing the same, postage prepaid, to Professional or City at the address, number or email address set forth in this Contract, or to any other addresses or numbers as either party may indicate pursuant to this Section 19. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against City, any notice transmitted by facsimile must be confirmed by telephone notice to City's Director of Personnel and Finance. Any communication or notice given by personal delivery shall be effective when actually delivered.

21. Severability. The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

22. Counterparts. This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.

23. Governing Law; Venue; Consent to Jurisdiction. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between City and Professional that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Hood River County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Professional, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

24. Merger Clause; Waiver. This Contract and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract shall bind all parties unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of City to enforce any provision of this Contract shall not constitute a waiver by City of that or any other provision.

25. Amendments. No amendment to this Contract is effective unless it is in writing signed by the parties, and all approvals required by applicable law have been obtained before becoming effective.

PROFESSIONAL, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

PROFESSIONAL

By: Merritt 'Buz' Ketcham
Title: Vice President

Facsimile number: _____
Federal Tax Number: _____
Oregon/State Tax Number: _____

CITY

Lance Masters
Mayor

NOTICES TO BE SENT TO:	NOTICES & INVOICES TO BE SENT TO:
<p>CONSULTANT:</p> <p>Merritt 'Buz' Ketcham, Principal Engineer Brown & Kysar, Inc. PO Box 1720 1315 SE Grace Avenue, Suite 201 Battle Ground, WA 98604</p> <p>360.687.3966 (office) 360.687.5139 (facsimile) www.bki.cc (web site)</p>	<p>CITY OF CASCADE LOCKS:</p> <p>Tracy Hupp, Power and Light Department 140 SW WA NA PA Cascade Locks, OR 97014</p>

EXHIBIT A STATEMENT OF WORK

THIS Statement of Work Agreement is made between the City of Cascade Locks, an Oregon municipal corporation (hereinafter the "City"), and Brown and Kysar, Inc. organized under the laws of the State of Washington, located and doing business at 1315 SE Grace Avenue, Suite 201, Battle Ground, WA, 98604 PH: 360.687.3966 (hereinafter the "Consultant").

I. DESCRIPTION OF WORK.

Consultant shall perform professional engineering and consulting services for the City in accordance with the following description:

Professional engineering and consulting services on an "as-needed" or "on-call" basis in areas such as planning, design, operation, power supply, construction administration or specialty services. Specifically excluded from this Scope is the current contracted for work by Consultant to perform Cost of Service and Rate Setting for the City.

The Consultant offers a broad range of expertise in planning, operations, maintenance, generation, transmission, substation, and distribution systems. The Consultant has for many years provided a variety of consulting services to the City in all of these categories.

Consultant further represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices in effect at the time those services are performed.

II. COMPENSATION.

A. The City shall pay the Consultant, based on time and expenses by the Consultant as a result of a call for service from either the Manager of the Power and Light Department, the acting Manager of the Power and Light Department or the City Administrator or his appointed deputy. The Consultant agrees to use "loyal client" billing rates for services authorized herein. The 2012 billing rates for services are listed in Exhibit C. Billing rates are adjusted annually and new rates are generally effective January 1st of each year.

B. The Consultant shall submit monthly payment invoices to the City for work performed. The City shall provide payment within forty-five (45) days of receipt of an invoice. If the City objects to all or any portion of an invoice, it shall notify the Consultant and reserves the option to only pay that portion of the invoice not in dispute. In that event, the parties will immediately make every effort to settle the disputed portion.

EXHIBIT B

INSURANCE REQUIREMENTS

Contractor shall, at its own expense, at all times during the term of this contract, maintain in force:

1. A comprehensive general liability policy including coverage for contractual liability for obligations assumed under this contract, blanket contractual liability, products and completed operations and City's and contractor's protective insurance;

2. A professional errors and omissions liability policy; and

3. A comprehensive automobile liability policy including owned and non-owned automobiles.

The coverage under each liability insurance policy shall be equal to or greater than the limits for claims made under the Oregon Tort Claims Act with minimum coverage of \$2,000,000 per occurrence (combined single limit for bodily injury and property damage claims). Provided, however, that coverage for professional errors and omissions liability may be for a minimum coverage of \$100,000. The coverage limits are subject to change in accordance with any changes in limits under the Oregon Tort Claims Act, or to the extent the City deems necessary to cover the City's liability in the absence of the Oregon Tort Claims Act.

Liability coverage shall be provided on an "occurrence" basis. "Claims made" coverage will not be acceptable, except for the coverage required by (2) above. The City shall be named as an additional insured (except for coverage required by 2 above).

Certificates of insurance acceptable to the City shall be filed with City prior to the commencement of any work by Contractor. Each certificate shall state that coverage afforded under the policy cannot be cancelled or reduced in coverage until at least 30 days prior written notice has been given to City. A certificate which states merely that the issuing company "will endeavor to mail" written notice is unacceptable.

EXHIBIT C
LOYAL CLIENT RATE SCHEDULE
(Effective January 1, 2012)

HOURLY RATES

Administrative	\$65
Designer/CAD Drafter	\$80
Consultant I (Designer)	\$95
Consultant II (Professional)	\$110
Consultant III (Senior)	\$125
Principal	\$140

EQUIPMENT, SUPPLIES AND OTHER SERVICES

In our effort to keep hourly rates as low as possible, the following costs are broken out separately and billed on an as-used basis.

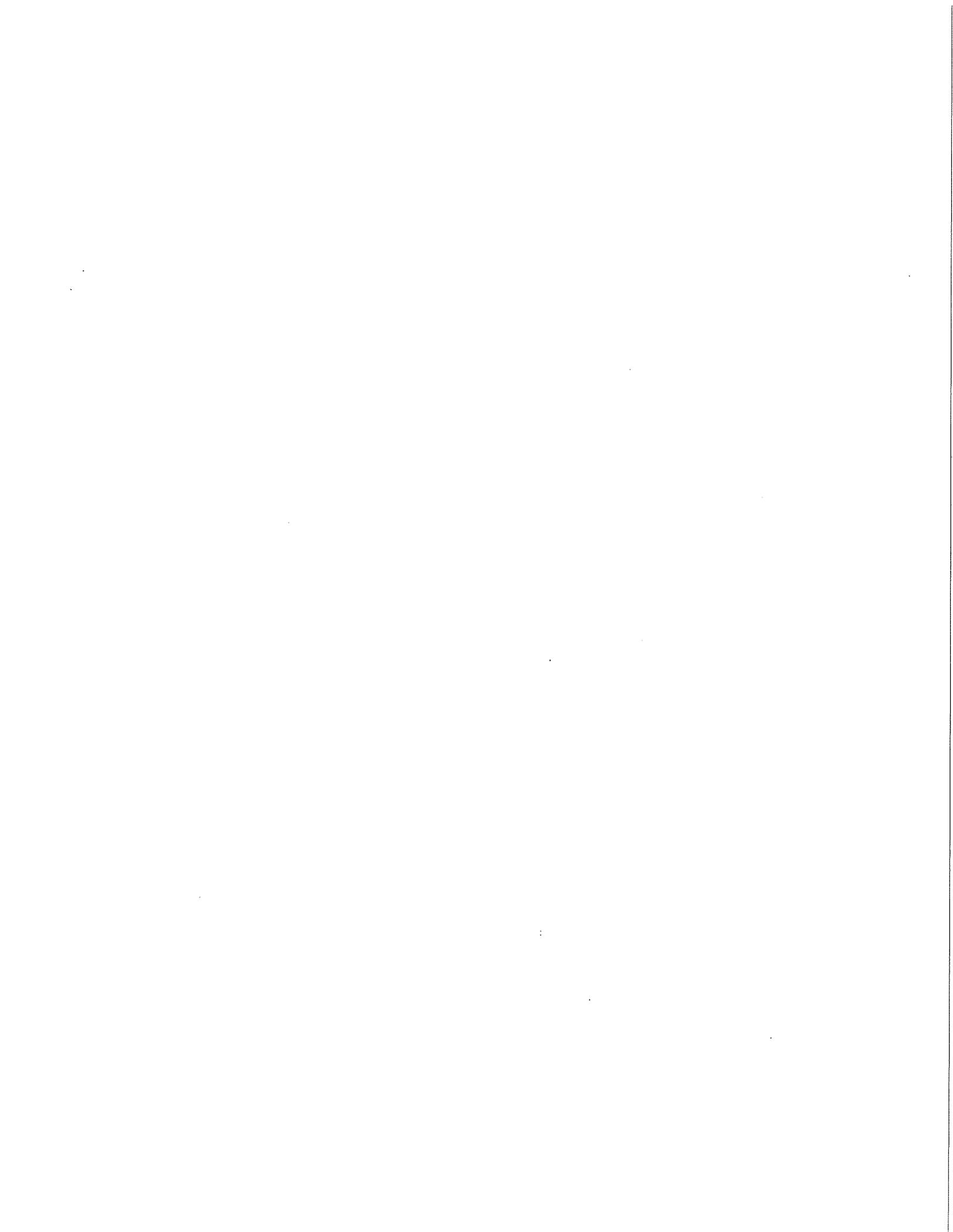
Ground testers	\$200/day
Surveying equipment (includes all consumables)	\$20/person/hour
Specialty engineering software	\$20/hour
Mileage (fully equipped survey crew cab)	\$0.65/mile

Direct expenses, including but not limited to the following, will be billed at 1.15 times cost:

- Sub Consultants
- Meals and Lodging
- Vehicle rental
- Travel
- Shipping charges
- Printing and printing supplies
- Rented equipment
- Special fees, permits, insurance, etc.

BILLING AND PAYMENT

Overtime is computed at 1.5 times the hours worked. Invoices will be submitted monthly. Interest at the rate of one and one-half percent (1.5%) per month, but not exceeding the maximum rate allowable by law, shall be payable on any amounts that are due but unpaid within 30 days from receipt of invoice. The client agrees to pay all costs of collection on unpaid balances. The Master Agreement shall be applicable to the enforcement of any agreement between the parties.



STAFF REPORT

Date Prepared: September 19, 2012

For City Council meeting on September 24, 2012

TO: Hon. Mayor and City Council

PREPARED BY: Paul Koch, Interim City Administrator 

APPROVED BY: N/A

SUBJECT: Acting on proposed strategies for staffing of the Emergency Services Department

SYNOPSIS: At the September 10, 2012 City Council meeting, Council directed Staff and City Attorney to proceed to negotiate a contract with the City of Hood River for provision of paramedic services based on two proposed options provided by the City of Hood River. In addition, City Council directed that Staff meet with the volunteers in the Department and share the two Hood River options and get feed back and suggestions from the Volunteers. That meeting with the Volunteers was held on September 17, 2012. As a result of the meeting with the Volunteers, the Mayor and Councilman Cramblett encouraged the Volunteers to prepare and file their own suggestion.

This report transmits the options as suggested by the fire Volunteers, the two options from the City of Hood River and seeks City Council action to precede.

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

- A. Continue to move toward a contract with the City of Hood River around Hood River Option 1. Ensure that the Volunteers are involved in the review of any proposed contract and include the concept of further developing local community leadership within the department.
- B. Take action to adopt Hood River Option 2.
- C. Take action to adopt Volunteers Option 3.
- D. Take action to adopt Volunteers Option 4.
- E. Take action to direct staff to immediately begin to advertise and recruit for a City paramedic while continuing to pursue a contract with the City of Hood River for paramedic services.
- F. Other action as may be desired by City Council.

RECOMMENDATION: That City Council, by motion, direct staff to approach this issue on two parallel tracks. One being to prepare to advertise and recruit a paramedic and Station Captain while also pursuing a strategy to negotiate with the City of Hood River for a contract for paramedic staff assigned in Cascade Locks.

Benefits of this recommendation: By taking this action, the City will be able to go out on the market and determine if it can attract a Paramedic and/or Station Captain at the costs estimated. By linking this with ongoing negotiations with Hood River City, the City can continue to move forward toward providing paramedic staffing as quickly as possible. By pursuing a two tiered strategy, the City can position itself to make the best possible decision to serve the community.

Legal Review: There is no legal review or comment required at this time.

Financial Review: Option 1 from Hood River is estimated to cost \$140,000. Option 2 from Hood River is estimated to cost \$225,000. The Volunteers Option 3 is estimated to cost \$75,000 and Volunteer Options 4 is estimated at \$100,000. The City adopted budget allocates \$118,000 for personnel.

BACKGROUND INFORMATION:

1. **Hood River Option 1 (attached)** is estimated to cost \$140,000. Early negotiations have focused Option 1 around the concept of a 40 hour per week paramedic assigned to Cascade Locks and includes funding for a percentage of time from Chief Wells in a more visible role and mentoring local leadership, vacation and sick leave assignment "fill in" for the paramedic, a City donation to the Volunteer Association to pay a stipend to the volunteers to provide a second person to support the Paramedic and continuation of Hood River handling of the ambulance billing for the City of Cascade Locks. This contract would come with a City opt-out provision and would be for a one year period of time. The proposed contract is being drafted at the time of preparation of this report.
2. **Hood River Option 2 (attached)** is estimated to cost \$225,000. This full service option is not being pursued at this time.
3. **Volunteers Option 3 (attached)** proposes two EMT be hired by the City and is estimated to cost \$75,000.
4. **Volunteer Option 4 (attached)** proposes that one paramedic and one EMT be hired by the City and is estimated to cost \$100,000.
5. **The 5th Option** as outlined above in the recommendation would cost approximately \$75,000 plus benefits and would provide City employed Station Captain and paramedic personnel.

**Hood River Fire & EMS
Proposal Options for:
Cascade Locks Fire & EMS**

Option 1 \$140,000

Personnel and administration management

This option has Hood River Fire & EMS providing a 40-hr per week Fire & EMS Officer/Paramedic in the Cascade Locks station. This will be the regular place of employment for this position and does not mean that HR Fire will place coverage in CL when the Officer/Paramedic is on vacation, training, or other leave. The position will work either five eight-hour days or four ten-hour days, depending on operational and administrative needs.

This proposal also includes 8 hours monthly for the services of Hood River's Fire Marshal, Logistics, Training, and Operations officers or other Fire Department staff to complete the associated functions in CL. The amount of service for these functions will be determined by the Hood River Fire Chief. Should CL require or request additional services or additional hours for the services listed, CL will be billed on a time and materials basis.

Hood River's Fire Chief will be the overall administrative officer for the CLFD. , The HR Fire chief will establish a chain of command for the CLFD which will include the paid Officer/Paramedic and volunteer officers.

This option will benefit CL by providing access to many different roles and employees. Other expenses (materials, maintenance, supplies, equipment, etc) are the responsibility of City of Cascade Locks, or if requested to be done by the HRFD will be billed on a time and materials basis.

Option 2 \$225,000 plus 10% of ambulance billings

Full fire and EMS program management and service provision

All of the services listed above, plus Hood River Fire will take on all materials and services costs associated with running the CL Fire & EMS department. Fire equipment and the station will remain in Cascade Lock's ownership; however maintenance will be managed by Hood River Fire & EMS. Replacement of apparatus during the contract period would be dealt with on a case by case basis if the need arises.

Hood River Fire will do the EMS billing and manage the accounts, charging 10% of the receipts collected. The revenue from EMS-billing and Firemed will be directed to Cascade Locks.

The volunteers in Cascade Locks will be volunteers for both agencies and their management will be done solely by Hood River Fire & EMS. The same organizational structure will remain in CL as pertaining to the volunteer line officers.

Volunteer Association Proposal Option 3:

2 EMT Or EMT-I Personnel Hired And Managed By The City Of Cascade Locks. \$75,000

EMT-I \$30,000 + Benefits

EMT \$25,000 + Benefits

This option provides ALS or BLS coverage for the city for a 40 hour work week at a 'to be determined' schedule with or without an accompanying volunteer. Their time would be geared towards EMS billing and running of the EMS program including supply ordering and stocking, protocol and policy development, station duties, training, etc. This option guarantee that the ambulance is able to respond and transport most daytime calls either at the ALS rate with EMT-I's, or the BLS rate with EMT's. This means that certain rare calls that require a Paramedic level ALS response will still have to be referred to our mutual aid partners.

This option does not provide a chief but is focused on covering our billable call volume to establish a revenue source again to move towards the hiring of a chief once the revenue is established. If a successful candidate has the experience and qualifications to be placed in a leadership role this could be established at the time of hire, entering them into our Emergency Services Organizational Chart in a leadership position as determined by the interview panel. Therefore this has the possibility of improving our current leadership with one or two full time officer(s). They will work together with current volunteers and volunteer officers. All maintenance and personnel costs are the responsibility of the city as well as the administration over the Emergency Services Department.

PRO: The most affordable option for full-time ALS coverage.

CON: Still may have to rely on mutual aid partners for our most critical patients. Does not cover Chief duties.

Volunteer Association Proposal Option 4:

1 Paramedic and 1 EMT Hired and Managed By the City Of Cascade Locks. \$100,000

Paramedic \$50,000 + Benefits

EMT \$25,000 + Benefits

This option provides ALS coverage for a 40 hour work week at a 'to be determined' schedule with or without an accompanying volunteer. The paramedics time would be geared towards EMS billing, directing and managing the EMS program, Supply ordering and stocking, protocol and policy development, station duties, and training. The EMT's time could be used in a similar regard or possibly with more emphasis on station duties, maintenance, and fire oriented responsibilities. With a paramedic and driver/EMT on staff this guarantees our ability to transport and bill any medical call we're dispatched to during the working hours of these employee's.

This option does not provide a chief but is focused on covering our billable call volume to establish a revenue source again to move towards the hiring of a chief once the revenue is established. If a successful candidate has the experience and qualifications to be placed in a leadership role this could be established at the time of hire, entering them into our Emergency Services Organizational Chart in a leadership position as determined by the interview panel. Therefore this has the possibility of improving our current leadership with one or two full time officer(s). They will work together with current volunteers and volunteer officers. All maintenance and personnel costs are the responsibility of the city as well as the administration over the Emergency Services Department.

PRO: Guaranteed to cover any single call during the employees working hours at the ALS rate.

CON: Paying for a higher level of service. Does not cover Chief duties.

STAFF REPORT

Date Prepared: September 17, 2012

For City Council Meeting on: September 24, 2012

TO: Honorable Mayor and City Council

PREPARED BY: Paul Koch, Interim City Administrator

PK

SUBJECT: Recommendation to extend the current contract for Interim Fire Chief Services for no more than 90 days

SYNOPSIS: The City has been in a contract with the City of Hood River for Interim Fire Chief Services and for assistance in rebuilding the Emergency Services Department. The initial contract was begun in the 2011-12 budget year. The contract was extended through September 30, 2012 following the adoption of the 2012-13 budget. Adopted in the 2012-13 budget were sufficient funds to contract with Hood River for this service through December of 2012.

As both cities are in negotiations over a long term partnership with regard to the delivery of emergency services, it is necessary to extend the Interim Chief Contract for a time period not to exceed 90 days.

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

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

- A. Approve the recommendations as presented.
- B. Postpone action and discussion of this issue to a later date.
- C. Deny the request and recommendations.
- D. Other action as determined by the City Council.

RECOMMENDATION: That City Council, by motion, approve an extension in the current contract with City of Hood River for a time period not to exceed 90 days and \$7,500 and authorize the Mayor to sign the extension.

Legal Review and Opinion: The City Attorney has been involved in the renewal process and drafting of the proposed extension.

Financial review and status: The adopted 2012-13 City Budget contains \$15,000 for Interim Chief Services from the City of Hood River. Of that amount, \$7,500 will have been spent through September 30, 2012. The proposed extension of the current contract would spend an

additional \$7,500 by the end of the year on December 30, 2012. It is not anticipated that the full amount would be spent because of the proposed IGA between the City of Cascade Locks and Hood River for paramedic services.

BACKGROUND INFORMATION:

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

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

This Second Amendment to 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, Cascade Locks and Hood River previously entered into an Intergovernmental Agreement regarding Interim Fire Chief Services dated February 13, 2012 ("Intergovernmental Agreement") and that agreement was extended by First Amendment to Intergovernmental Agreement;

WHEREAS, the Intergovernmental Agreement expressly provides that it may be modified by written instrument signed by authorized representatives of both parties;

WHEREAS, Cascade Locks desires to enter into an intergovernmental agreement with Hood River for fire administrative services; and

WHEREAS, both parties desire to amend the Intergovernmental Agreement as follows.

NOW, THEREFORE, in consideration of the promises and mutual benefits and advantages accruing to each, the parties agree as follows:

1. Section 1 of the Intergovernmental Agreement is amended to extend the term of the Intergovernmental Agreement from September 30, 2012 to December 30, 2012.
2. Section 2 of the Intergovernmental Agreement is amended to provide for automatic termination on December 30, 2012. It is further amended to state that either party may terminate the agreement sooner, with or without cause, by providing the other party written notice at least 30 days prior to the effective date of termination.
3. Except as otherwise modified by this Second Amendment, all other terms and conditions of the Intergovernmental Agreement remain in full force and effect.

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: _____

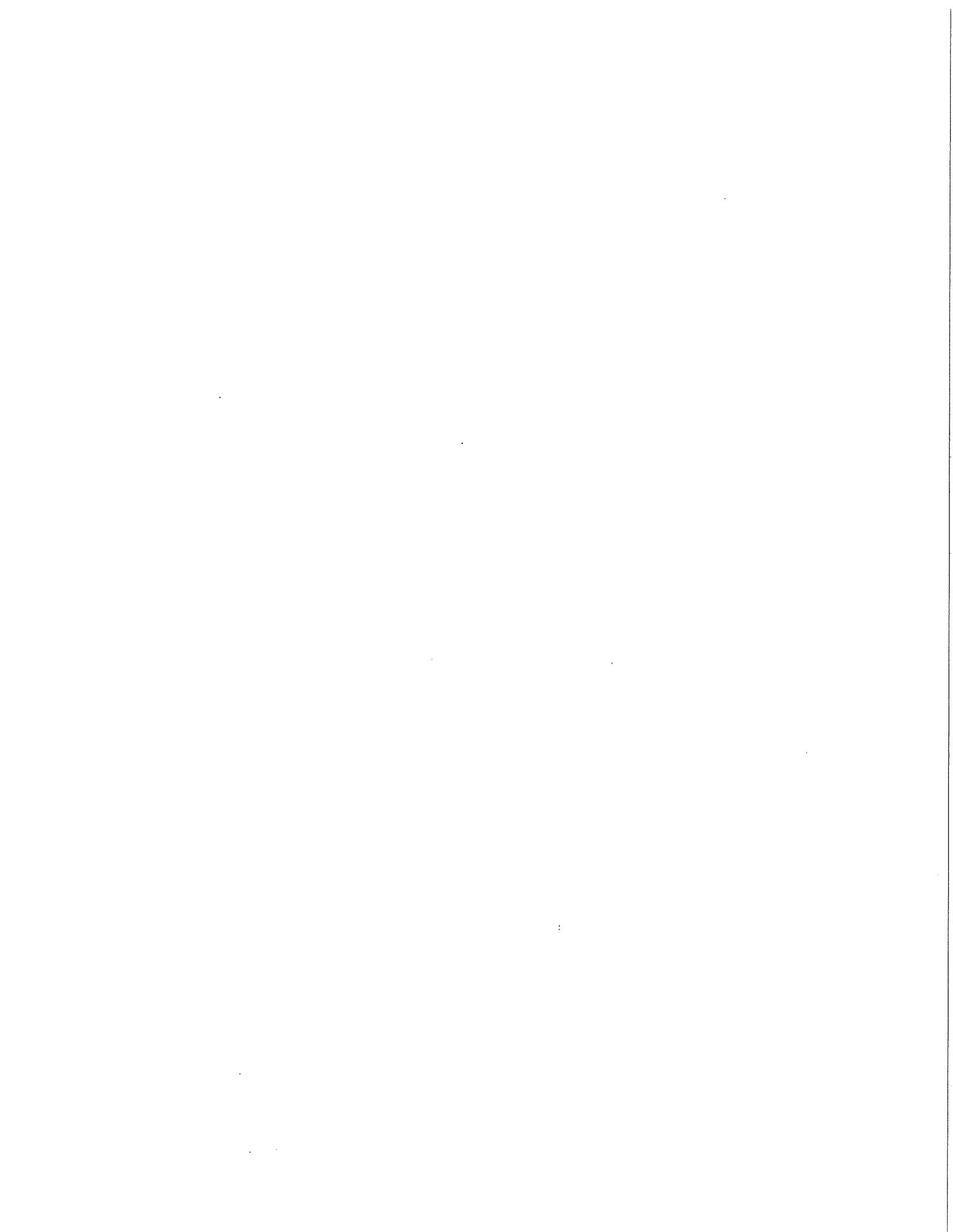
Date: _____

Approved as to form:

Approved as to form:

City Attorney

City Attorney



STAFF REPORT

Date Prepared: 9/18/12

For City Council Meeting on: September 24, 2012

TO: Honorable Mayor and City Council

PREPARED BY: Marianne Bump, Finance Officer



APPROVED BY: Paul Koch, ICA 

SUBJECT: Contract with Merina & Company, LLP for TRT Audit Services

SYNOPSIS: The concept of contracting the TRT audits with a private firm was included in the proposed budget and is included in the adopted 2012-13 budget. There was a thorough discussion of this change of practice during budget deliberations. On August 13, 2012 council received information including bid information with a recommendation to contract with Merina & Company, LLP for TRT audit services. This issue comes to City Council at this time for formal action.

CITY COUNCIL OPTIONS:

1. Authorize the Mayor to sign the contract with Merina & Company, LLP for TRT Auditing Services.
2. Take no action at this time
3. Take other action as desired by City Council

RECOMMENDATION: That City Council, by motion, authorize the Mayor to sign the contract with Merina & Company, LLP for TRT Audit Services not to exceed \$4,000.

Legal Review and Opinion: The City Attorney has reviewed the contract.

Financial review and status: The proposed budget includes a total of is \$4,000 for FY 2012/13 for TRT Audit Services: \$2,800 (70%) of this funding is from the General Fund and \$1,200 (30%) is funded from the Tourism Fund. According to the proposal from Merina & Company, LLC, the estimated cost per audit will be about \$1,200. At this cost, the City should be able to complete 3 audits this fiscal year.

BACKGROUND INFORMATION:

1. The City's Auditor has recommended the TRT be audited. At Council direction, the staff sent out an RFP for TRT audit services. After reviewing the three proposals, staff recommend Merina & Company, LLP based on cost, timeline, experience and references.
2. Merina & Company, LLP is the best fit for the City as their cost is comparable to the other two proposals received; the timeline is a better fit for local motels/hotels as well as the City; they are experienced specifically with TRT Audits; and staff was very pleased with the reference they received from another local city whom had experience with this firm.

3. Contract is attached for City Council information.

4. The criteria for selecting the business to be audited will be a business that has not been audited recently or was scheduled or rescheduled and did not get audited or has not complied with quarterly tax payments or did not provide sufficient information when last audited.

CITY OF CASCADE LOCKS
~~PLANNING~~ SERVICES CONTRACT

DATE: Sept 13, 2012

PARTIES: City of Cascade Locks
PO Box 308
Cascade Locks, OR. 97014

("City")

Merina & Company, LLP
5499 Amy Street
West Linn, OR. 97068-1707

("Contractor")

RECITALS

Contractor is being engaged to provide Transient Room Tax audit services. Contractor has been chosen by City to enter into this Contract pursuant to Ordinance 320, Section 22 of the Cascade Locks Ordinances.

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

- 1. Statement of Work.** Contractor shall perform the work (the "Work") as set forth in the scope of work attached as Exhibit A. Contractor shall perform the Work in accordance with the terms and conditions of this Contract.
- 2. All Costs by Contractor:** Contractor shall, at its own risk and expense, perform the Work described above and, unless otherwise specified, 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 and all personnel assigned to the Work required under this Contract, if any, are fully qualified to perform the service to which they will be assigned in a skilled and workmanlike manner and, if required to be registered, licensed or bonded by the State of Oregon, are so registered, licensed and bonded.
- 4. Contract Term:** This Contract shall become effective on the date this Contract has been fully executed by each party. Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate on June 30, 2014. 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.
- 5. Compensation:**

a. Contractor shall be compensated as provided in Exhibit A.

b. Contractor shall submit monthly invoices to the City for Work performed. The invoices shall describe all Work performed with particularity and shall itemize and explain all expenses that this Contract requires City to pay and for which Contractor claims reimbursement. Each invoice also shall include the total amount invoiced to date by Contractor prior to the current invoice. Contractor shall send invoices to the City's Director of Finance by the tenth of the month for work completed in the prior month. Payments shall be made within 30 days of the date of the invoice. Should the Contract be prematurely terminated, payments will be made for work completed and accepted to date of termination.

6. Ownership of Documents: All documents and other work product created by Contractor pursuant to this Contract shall be the property of City.

7. Indemnification: 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, LIABILITIES, 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, suite, actions, losses, damages, liabilities, costs and expenses directly, solely, and proximately caused by the negligence of City.

8. Insurance. Contractor shall, at its own expense, at all times during the term of this contract, maintain in force a comprehensive general liability policy including coverage for contractual liability for obligations assumed under this contract, blanket contractual liability, products and completed operations and City's and contractor's protective insurance; and a professional errors and omissions liability policy if customarily carried by persons engaged in similar work to the work Contractor is providing under this Agreement.

The coverage under each liability insurance policy shall be equal to or greater than the limits for claims made under the Oregon Tort Claims Act with minimum coverage of \$1,000,000 per occurrence (combined single limit for bodily injury and property damage claims). Provided, however, that coverage for professional errors and omissions liability may be for a minimum coverage of \$100,000. The coverage limits are subject to change in accordance with any changes in limits under the Oregon Tort Claims Act, or to the extent the City deems necessary to cover the City's liability in the absence of the Oregon Tort Claims Act.

Liability coverage shall be provided on an "occurrence" basis. "Claims made" coverage will not be acceptable, except for the coverage required by (2) above. The City shall be named as an additional insured (except for coverage required by 2 above).

Certificates of insurance acceptable to the City shall be filed with City prior to the commencement of any work by Contractor. Each certificate shall state that coverage afforded under the policy cannot be cancelled or reduced in coverage until at least 30 days prior written notice has been given to City. A certificate which states merely that the issuing company "will endeavor to mail" written notice is unacceptable.

9. Termination: This Contract may be terminated by either party by giving thirty days written notice to the other party.

10. 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", "employee", or "agent" 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.

11. Assignment and Subcontracts: Contractor shall not assign this Contract or subcontract any portion of the work without the written consent of City. 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.

12. Governing Law; Venue; Consent to Jurisdiction. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, action, suit or proceeding between City and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Hood River County for the State of Oregon or, if the claim, action, suit or proceeding must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

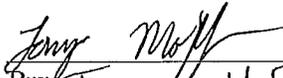
13. Merger Clause; Waiver. This Contract and attached exhibits, if any, constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract shall bind all parties unless in writing and signed by both parties and all necessary State approvals have been obtained.

14. **Amendments.** No amendment to this Contract is effective unless it is in writing signed by the parties.

CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CONTRACTOR

CITY


By: Tonya / Moffitt
Title: Partner

Lance Masters
Mayor

Approved as to form:

Alexandra Sosnkowski
City Attorney

RECEIVED
JUL 16 2012

BY: K. Goben
10:30 AM

**PROPOSAL TO PROVIDE
TRANSIENT ROOM TAX AUDITS
FOR
CITY OF CASCADE LOCKS**

JULY 30, 2012



Prepared by

**MERINA
& COMPANY, LLP**

Certified Public Accountants and Consultants

Contact: Tonya Moffitt, Partner
tmoffitt@merinacpas.com

5499 Amy Street
West Linn, OR 97068-1707
(503) 723-0300
www.merinacpas.com

Exhibit A

July 30, 2012

City of Cascade Locks
PO Box 308
Cascade Locks, OR 97014

Merina & Company, LLP (MCO) is pleased to present this proposal to provide transient room tax audits for the City of Cascade Locks (City). The agreed-upon procedures will be performed in accordance with attestation standards established by the American Institute of Certified Public Accountants. We will apply the agreed-upon procedures which the City has specified in the Request for Proposals. We will demonstrate in this proposal that we have the experience and qualifications to provide these services in a competent and cost effective manner that will result in the completion of the transient room tax audits within the June 30, 2013 deadline.

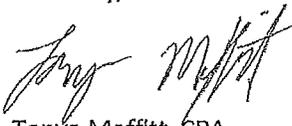
We believe MCO is the best firm for the City because we have a long history performing audits and attestation services for state and local governments and understand the environment in which it operates. In addition, the individuals to be assigned to the engagement have direct experience and qualifications relating to transient room tax audits.

We affirm that MCO and all partners and managers of MCO are:

- Duly licensed by the Oregon Board of Accountancy to practice as Certified Public Accountants
- Licensed Municipal Auditors
- Meet the independence requirements of the American Institute of Certified Public Accountants and the *Standards for Audit of Government Organizations, Programs, Activities and Functions*, published by the US General Accounting Office
- Certified as an EEO Affirmative Employer
- Certified Women Owned Small Business with the U.S. Small Business Association

We appreciate the opportunity to propose on this engagement. This proposal is a firm and irrevocable offer open for 90 days. Tonya Moffitt, CPA, Partner, who is authorized to represent MCO and to bind the firm in a contract, signs this proposal.

Sincerely,



Tonya Moffitt, CPA
Partner
Merina & Company, LLP
Certified Public Accountants and Consultants



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**Proposal to Provide Transient Room Tax Audits for
City of Cascade Locks
July 30, 2012**



INTRODUCTION

Merina & Company, LLP (MCO) is a diverse local accounting and consulting firm located in West Linn, Oregon and from where this engagement will be administered. Our firm is committed to and specializes in providing government entities with independent and accurate auditing and assurance services. We can provide any type of audit that a local government or state agency might need. Services we offer include Financial and Compliance audits, Agreed Upon Procedures for Business Energy Tax Credits, and Transient Room Tax audits as well as such as rate consulting (particularly solid waste rates) and franchise fee setting. We have taken the time to focus on these categories of service to be able to respond quickly and efficiently to our governmental clients.

MCO is a full service accounting and consulting firm specializing in auditing and other attestation engagements. Since the retirement of the founding partner the ownership of MCO has changed. It is now 100% woman owned with 25 years of combined experience with MCO and municipal auditing, and is certified as a Women-Owned Small Business with the U.S. Small Business Administration. From this combined experience, the partners have carried forward the firm's experience, knowledge, and expertise, bringing with them a fresh and modern style while placing high value in top quality work that is performed efficiently and timely.

MCO practices an open door policy between staff and management supporting their professional development. We place just as much value in our relationships with our employees as we do with our clients. We strongly support and encourage our employees to practice a proper work-life balance. We are proud of our experienced staff who are dedicated to our company and the clients we serve while specializing in governmental and non-profit auditing services.

MCO is a member of the following professional organizations:

- American Institute of Certified Public Accountants
- Oregon State Society of Certified Public Accountants
- Government Finance Officers Association
- Oregon Municipal Finance Officers Association
- Association of Certified Fraud Examiners
- AICPA Governmental Audit Quality Center

PRICE

Based on our experience with engagements of similar size and scope, we estimate a fair price for this engagement of \$1,200 per lodging establishment. This is a Not-To-Exceed fee and includes all incidental costs such as preparing all report copies, travel, subsistence, etc. If we are able to complete the project in less time, we will bill only for costs actually incurred. This fee has been determined according to the following schedule.

<u>Position</u>	<u>Hourly Rate</u>	<u>Total Hours</u>	<u>Total Cost</u>
Partner	\$ 170	2	\$ 340
Staff Accountant	85	10	850
Rounding			10
Totals		12	\$ 1,200

**MERINA
& COMPANY, LLP**

CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS

**Proposal to Provide Transient Room Tax Audits for
City of Cascade Locks
July 30, 2012**



If extraordinary situations arise that would require significant additional audit time, we would expect to be able to discuss this with management and arrive at a mutually agreeable adjustment to the basic fee.

ENGAGEMENT TEAM

We have selected the staff for this engagement based on their experience and training in relation to the requirements of the City. We are committed to providing our clients with competent services, professionally delivered. We have assigned an engagement partner and staff accountant.

Engagement Partner

Tonya Moffitt, CPA (CPA License #11063; Municipal License #1392), is a Partner at MCO and will be the Engagement Partner on this engagement. She received her Bachelor of Science in Accounting from Portland State University and then a Master of Science in Financial Analysis.

Ms. Moffitt has experience working with various non-profits and municipalities with a focus on cities, special districts, state agencies, and semi-independent state boards. She has been Audit Manager for MCO's audits of the City of Gresham, City of The Dalles, City of Damascus, City of Wood Village, City of Sandy, City of Happy Valley, and Clean Water Services of Washington County and many others. More specifically she was the Partner in charge for the Transient Room Tax Audits performed for the City of Wood Village. She has also managed several federal compliance audits at the Oregon Secretary of State Audits Division. She is also responsible for training the new staff who assist in governmental and compliance audits.

She is a reviewer for the GFOA Certificate of Excellence in Financial Reporting Award program and has assisted several of our clients in their initial submission and retention of the award. Ms. Moffitt is also on the Accounting Standards Review Committee for the Oregon Municipal Finance Officers Association. She participates in the Oregon Society of Certified Public Accountants Coaching Program as a guide to students as they make the transition from college into the accounting profession. She served as Chair of the Board of Directors and is a current finance committee member for Forward Stride, a non-profit therapeutic equine program which provides, promotes, and supports quality therapeutic recreation services for children and adults.

Ms. Moffitt focuses her continuing professional education in governmental accounting, Oregon Budget Law, and non-profit accounting. She meets all Yellow Book continuing education requirements for in-charge auditors.

Staff Accountant

Melissa Goss, CPA Candidate, will be a Staff Accountant assisting on this engagement. She joined MCO five years ago as an Office Assistant. While achieving her Post-Baccalaureate Certificate in Accounting from Portland State University she was promoted to Accounting Associate and upon graduation was promoted to Staff Accountant. Ms. Goss has assisted on many governmental audit engagements. She has also been responsible for preparation of proposals and production of financial statements since she began her career with MCO. Her areas of focus have been governmental accounting and auditing. She has worked on several clients including, City of Gresham, Clean Water Services of Washington County, City of Wood Village, City of Damascus, City of Sandy, Sunrise Water Authority, among others. In addition she performed the Transient Room Tax Audits for the City of Wood Village. Her continuing professional education is focused on governmental and non-profit auditing with a focus on Yellow Book requirements.

**MERINA
& COMPANY, LLP**

CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS

**Proposal to Provide Transient Room Tax Audits for
City of Cascade Locks
July 30, 2012**



REFERENCES

We have provided below three clients to be contacted for reference that we have performed audit and attestation engagements for.

City of Wood Village	3055 NE 238 th Drive	503.489.6858
Peggy Minter, Finance Director	Wood Village, OR 97060	minter@ci.wood-village.or.us

Scope of Work: Transient Room Tax Audits

Clean Water Services	2550 Southwest Hillsboro Hwy	503.681.3600
Kathleen Leader, Manager	Hillsboro, OR 97123	leaderk@cleanwaterservices.org

Scope of Work: Rate and Fee Audits & Financial Audits

City of The Dalles	313 Court Street	541.296.5481 x1113
Kate Mast, Finance Director	The Dalles, OR 97058	kmast@ci.the-dalles.or.us

Scope of Work: Financial and Single Audits

TIME ESTIMATE

We estimate about a total of 12 hours per lodging establishment. Depending on the documentation each lodging establishment provides we expect to be on-site for 3-6 hours. The remainder of the time will be in office finalizing workpapers and drafting and reviewing reports of findings.

TIMELINE OF AVAILABILITY

We will perform the transient room tax audits between the months of January 2013 and June 2013 in order to have all 12 months of the 2012 calendar year available for selection for the detail testing requested in item number five in the Request for Proposals.

STAFF REPORT

Date Prepared: September 17, 2012

For City Council meeting on September 24, 2012

TO: Hon. Mayor and City Council

PREPARED BY: Paul Koch, Interim City Administrator 

APPROVED BY: N/A

SUBJECT: Discussions with Waste Connections regarding garbage collection

SYNOPSIS: The City has a franchise arrangement with Waste Connections Inc. (Hood River Garbage) for home and business garbage collection in Cascade Locks. The agreement and rates are reviewed annually as the City Council must act on any rate increases. Jim Winterbottom, Site Manager for Waste Connections will be present to begin the discussion, report on the service provided and begin preparing the Council for any recommended rate increases under the terms of the franchise agreement. The current contract terminates December 31, 2012 and following this discussion session, the proposed rates and updated agreement will come back to City Council for formal action in late November or early December.

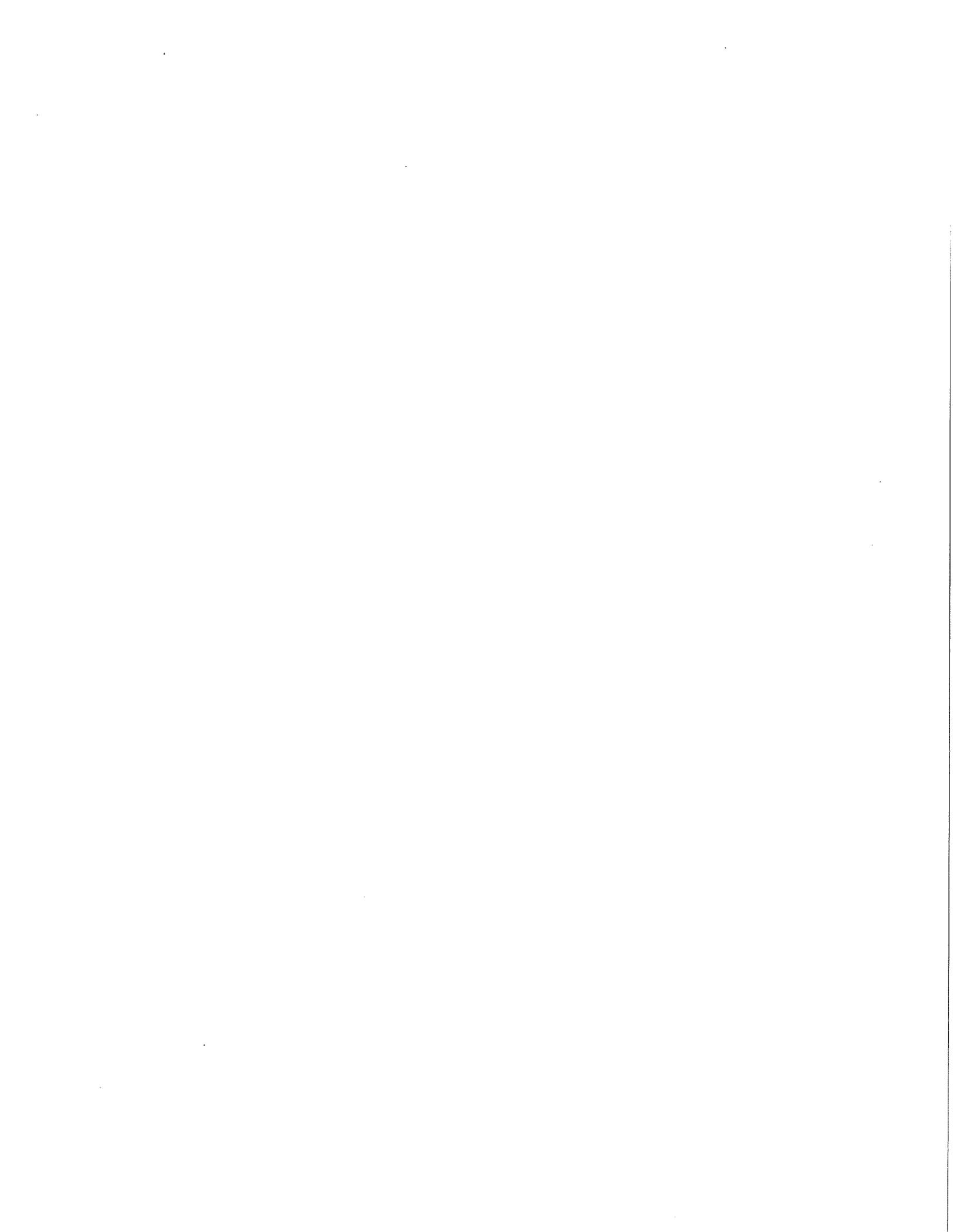
CITY COUNCIL OPTIONS: There are no options at this time as this is a discussion item on City Council agenda.

Legal Review: None at this time.

Financial Review: None at this time. Waste connections (Hood River Garbage) pays a \$1,000 license fee to the City.

BACKGROUND INFORMATION:

1. A copy of the current agreement and rate structure with Waste Connections is attached for City Council information.
2. The current rates charged for services in Cascade Locks are \$15.29 per month.
3. Waste Connections provides six twenty yard dumpsters for both the community spring and fall clean up efforts.



RESOLUTION NO. 1228

A RESOLUTION AUTHORIZING WASTE CONNECTIONS, INC., d.b.a. HOOD RIVER GARBAGE, TO COLLECT SOLID WASTE AND RECYCLING WITHIN THE CITY OF CASCADE LOCKS; SETTING CHARGES AND RATES FOR PROVIDING SUCH SERVICES; AND REPEALING RESOLUTION NO. 1201.

WHEREAS, Waste Connections, Inc., has requested an increase in rates charged for garbage collection services to offset changes in services offered and increased costs; and

WHEREAS, the City Council has reviewed the plans for services and rates proposed by Waste Connections, Inc., and required changes be made to those proposals; and

WHEREAS, the City Council has determined that the following services and rates shall be set, based upon the conditions listed in this resolution;

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

SECTION 1. License Fee. Waste Connections, Inc. shall pay to the City of Cascade Locks a license fee of \$1,000.00 annually, payable on the first day of February.

SECTION 2. Recycling and Recycling Education. Waste Connections, Inc., shall continue bi-weekly curbside recycling pickup for an additional year from January 1, 2012 to December 31, 2012. Waste Connections, Inc. shall implement a recycling education and promotion program for the citizens and businesses of Hood River County. Not less than \$2,500 shall be expended on this recycling education program, and shall be expended in such a manner as to promote recycling in Hood River County.

SECTION 3. Provision of Dumpsters for Spring Clean Up and Fall Clean Up. Waste Connections, Inc., shall provide to the City at no cost, six (6) twenty-yard dumpsters for each Spring Clean Up and each Fall Clean Up event, as part of its garbage service to the City.

SECTION 4. Waste Collection Services and Fees. Waste Connections, Inc., is hereby permitted to charge the fees for services shown on **Exhibit "A"** to this Resolution.

SECTION 5. Adherence to the Provisions of Ordinance No. 315. Waste Connections, Inc., shall abide by the provisions of Cascade Locks Ordinance No. 315.

SECTION 6. Repeal of Prior Resolutions. Resolution No. 1201 is hereby repealed.

SECTION 7. Effective Date. This resolution, upon adoption by the Mayor and City Council, shall become effective on **January 1, 2012**.

SECTION 8. Expiration. This resolution shall remain in effect until repealed by the City Council.

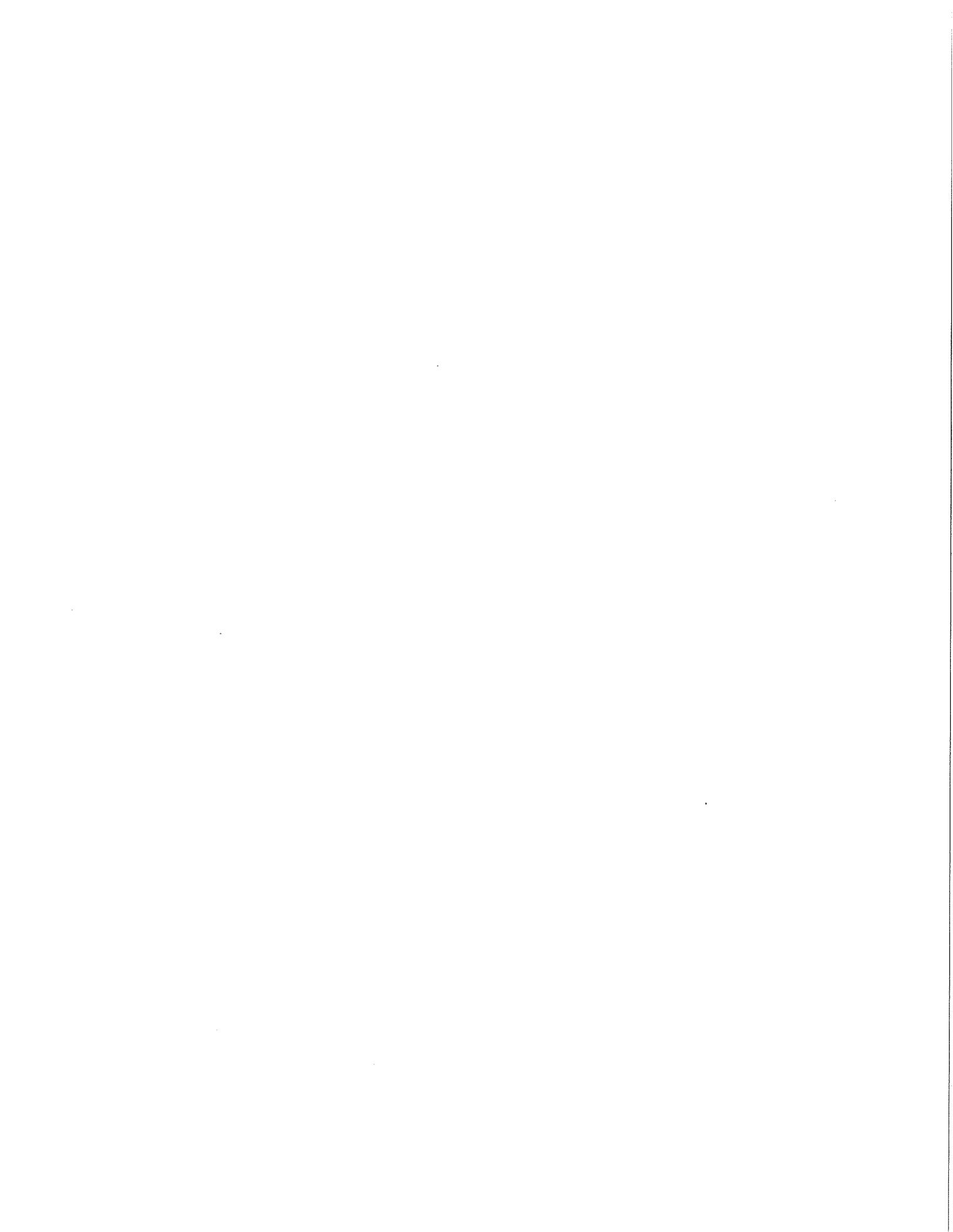
ADOPTED by the City Council this 12th day of December, 2011.

APPROVED by the Mayor this 12th day of December, 2011.

ATTEST:

City Recorder

Mayor



CASCADE LOCKS GARBAGE CITY RATES

Proposed Increase January 1, 2012

SERVICE	CURRENT RATE	Total LF Increase	Business Increase	TOTAL INCREASE	TOTAL RATE
RESIDENTIAL					
92 GALLON CAN					
Weekly					
- curbside	\$14.96	\$0.07	\$0.26	\$0.33	\$15.29
* each additional	\$14.96	\$0.07	\$0.26	\$0.33	\$15.29
- carry out	\$19.99	\$0.07	\$0.37	\$0.44	\$20.43
* each additional	\$19.99	\$0.07	\$0.37	\$0.44	\$20.43
* each addl 25 ft	\$2.86	\$0.00	\$0.06	\$0.06	\$2.91
EOW					
- curbside	\$11.80	\$0.05	\$0.22	\$0.27	\$12.07
* each additional	\$11.80	\$0.05	\$0.22	\$0.27	\$12.07
- carry out	\$16.06	\$0.05	\$0.31	\$0.36	\$16.42
* each additional	\$16.06	\$0.05	\$0.31	\$0.36	\$16.42
* each addl 25 ft	\$2.13	\$0.00	\$0.05	\$0.05	\$2.18
Monthly					
- curbside	\$8.06	\$0.02	\$0.16	\$0.18	\$8.24
* each additional	\$8.06	\$0.02	\$0.16	\$0.18	\$8.24
- carry out	\$10.62	\$0.02	\$0.21	\$0.23	\$10.85
* each additional	\$10.62	\$0.02	\$0.21	\$0.23	\$10.85
* each addl 25 ft	\$1.29	\$0.00	\$0.03	\$0.03	\$1.32
MINI 20 GALLON CAN					
Weekly					
- curbside	\$11.74	\$0.05	\$0.22	\$0.27	\$12.01
* each additional	\$11.20	\$0.05	\$0.21	\$0.26	\$11.46
- carry out	\$15.43	\$0.05	\$0.30	\$0.35	\$15.80
* each additional	\$14.75	\$0.00	\$0.32	\$0.32	\$15.07
* each addl 25 ft	\$2.85	\$0.00	\$0.06	\$0.06	\$2.91
EOW					
- curbside	\$9.83	\$0.02	\$0.19	\$0.21	\$10.04
* each additional	\$9.36	\$0.02	\$0.18	\$0.20	\$9.56
- carry out	\$12.87	\$0.02	\$0.26	\$0.28	\$13.15
* each additional	\$12.26	\$0.02	\$0.26	\$0.27	\$12.53
* each addl 25 ft	\$2.35	\$0.00	\$0.05	\$0.05	\$2.40
SPECIAL CHARGES					
- overweight/full	\$3.76	\$0.01	\$0.08	\$0.09	\$3.85
- extra bag/box	\$3.76	\$0.01	\$0.08	\$0.09	\$3.85
- Washer/Dryer/Stove	\$10.87	\$0.00	\$0.24	\$0.24	\$11.11
- Water Heater	\$10.87	\$0.00	\$0.24	\$0.24	\$11.11
- Sofa/Chair	\$9.93	\$0.00	\$0.22	\$0.22	\$10.15
- Mattress	\$9.93	\$0.00	\$0.22	\$0.22	\$10.15
- return trip	\$8.41	\$0.00	\$0.18	\$0.18	\$8.59
- Recycle Bin replacem	\$18.96	\$0.00	\$0.42	\$0.42	\$19.38
- Account Set Up Fee	\$5.38	\$0.00	\$0.12	\$0.12	\$5.50
- NSF	\$28.28	\$0.00	\$0.62	\$0.62	\$28.88
- Delinquent Fee	\$12.23	\$0.00	\$0.27	\$0.27	\$12.50

Low Income/Elderly/Disabled persons (qualified by NCCA) will receive a \$3.00/month discount

CASCADE LOCKS GARBAGE CITY RATES

Proposed Increase January 1, 2012

SERVICE	CURRENT RATE	Total LF Increase	Business Increase	TOTAL INCREASE	TOTAL RATE
COMMERCIAL					
32 GALLON CAN					
Weekly					
- curbside	\$14.96	\$0.07	\$0.26	\$0.33	\$15.29
* each additional	\$14.96	\$0.07	\$0.26	\$0.33	\$15.29
- carry out	\$20.02	\$0.07	\$0.37	\$0.44	\$20.46
* each additional	\$20.02	\$0.07	\$0.37	\$0.44	\$20.46
* each add 25ft	\$2.85	\$0.00	\$0.06	\$0.06	\$2.91
EOW					
- curbside	\$11.80	\$0.05	\$0.22	\$0.27	\$12.07
* each additional	\$11.80	\$0.05	\$0.22	\$0.27	\$12.07
- carry out	\$16.08	\$0.05	\$0.31	\$0.36	\$16.42
* each additional	\$16.08	\$0.05	\$0.31	\$0.36	\$16.42
* each add 25ft	\$2.13	\$0.00	\$0.05	\$0.05	\$2.18
Monthly					
- curbside	\$8.06	\$0.02	\$0.16	\$0.18	\$8.24
* each additional	\$8.06	\$0.02	\$0.16	\$0.18	\$8.24
- carry out	\$10.82	\$0.02	\$0.21	\$0.23	\$10.85
* each additional	\$10.82	\$0.02	\$0.21	\$0.23	\$10.85
* each add 25ft	\$1.29	\$0.00	\$0.03	\$0.03	\$1.32
SPECIAL CHARGES					
- overweight/tul	\$3.78	\$0.01	\$0.08	\$0.09	\$3.85
- extra bag/box	\$3.78	\$0.01	\$0.08	\$0.09	\$3.85
- Washer/Dryer/Stove	\$10.87	\$0.00	\$0.24	\$0.24	\$11.11
- Water Heater	\$10.87	\$0.00	\$0.24	\$0.24	\$11.11
- Sofa/Chair	\$9.93	\$0.00	\$0.22	\$0.22	\$10.15
- Mattress	\$9.93	\$0.00	\$0.22	\$0.22	\$10.15
- White goods	\$10.87	\$0.00	\$0.24	\$0.24	\$11.11
- return trip	\$8.41	\$0.00	\$0.18	\$0.18	\$8.59
- Lock change	\$3.35	\$0.00	\$0.07	\$0.07	\$3.42
- Access charge	\$3.35	\$0.00	\$0.07	\$0.07	\$3.42
- Recycle Bin replacem	\$18.96	\$0.00	\$0.42	\$0.42	\$19.38
- Account Set Up Fee	\$5.38	\$0.00	\$0.12	\$0.12	\$5.50
- NSF	\$28.26	\$0.00	\$0.62	\$0.62	\$28.88
- Delinquent Fee	\$12.23	\$0.00	\$0.27	\$0.27	\$12.50
1 - 1 1/2 Yd Containers					
- EOW	\$50.78	\$0.26	\$0.88	\$1.14	\$51.92
- 1XPW	\$90.76	\$0.53	\$1.53	\$2.06	\$92.82
- 2XPW	\$153.22	\$1.06	\$2.44	\$3.50	\$156.72
- 3XPW	\$213.10	\$1.59	\$3.29	\$4.88	\$217.98
- 4XPW					
- 5XPW					
- 6XPW					
2 - 1 1/2 Yd Containers					
- EOW					
- 1XPW	\$169.38	\$1.06	\$2.80	\$3.86	\$173.24
- 2XPW	\$338.78	\$2.11	\$5.59	\$7.70	\$346.46
- 3XPW	\$508.15	\$3.17	\$8.39	\$11.56	\$519.71
- 4XPW					
- 5XPW					
- 6XPW					

CASCADE LOCKS GARBAGE CITY RATES

Proposed Increase January 1, 2012

SERVICE	CURRENT RATE	Total LF Increase	Business Increase	TOTAL INCREASE	TOTAL RATE
3 - 1 1/2 Yd Containers					
- EOW					
- 1XPW	\$247.99	\$1.59	\$4.06	\$5.65	\$253.64
- 2XPW	\$495.97	\$3.17	\$8.12	\$11.29	\$507.26
- 3XPW	\$743.94	\$4.75	\$12.18	\$16.93	\$760.87
- 4XPW					
- 5XPW					
- 6XPW					
4 - 1 1/2 Yd Containers					
- EOW					
- 1XPW	\$326.58	\$2.11	\$5.32	\$7.43	\$334.01
- 2XPW	\$653.20	\$4.22	\$10.65	\$14.87	\$668.07
- 3XPW	\$979.97	\$6.35	\$15.88	\$22.33	\$1,002.30
- 4XPW					
- 5XPW					
- 6XPW					
5 - 1 1/2 Yd Containers					
- EOW					
- 1XPW					
- 2XPW					
- 3XPW	\$1,215.59	\$7.93	\$19.76	\$27.69	\$1,243.28
- 4XPW					
- 5XPW					
- 6XPW					
1 - 2 Yd Containers					
- EOW	\$67.70	\$0.35	\$1.18	\$1.53	\$69.23
- 1XPW	\$121.03	\$0.71	\$2.04	\$2.75	\$123.78
- 2XPW	\$204.30	\$1.40	\$3.25	\$4.65	\$208.95
- 3XPW	\$284.13	\$2.11	\$4.89	\$6.50	\$290.63
- 4XPW					
- 5XPW					
- 6XPW					
1 - 3 Yd Containers					
- EOW	\$101.52	\$0.53	\$1.77	\$2.30	\$103.82
- 1XPW	\$181.54	\$1.06	\$3.06	\$4.12	\$185.66
- 2XPW	\$308.44	\$2.11	\$4.88	\$6.99	\$313.43
- 3XPW	\$428.18	\$3.17	\$8.59	\$9.76	\$435.94
- 4XPW					
- 5XPW					
- 6XPW					
SPECIAL CONTAINER CHARGES					
- Deliver Charge per cont	\$27.06	\$0.00	\$0.59	\$0.59	\$27.65
- Extra Loose ydgs	\$14.08	\$0.06	\$0.24	\$0.32	\$14.40
- Return Trip	\$9.10	\$0.00	\$0.20	\$0.20	\$9.30
- Access Charge	\$9.10	\$0.00	\$0.20	\$0.20	\$9.30
- Roll out over 15 ft	\$3.35	\$0.00	\$0.07	\$0.07	\$3.42
- Roll out over 20 ft	\$5.39	\$0.00	\$0.12	\$0.12	\$5.51
- Off day pu	\$6.62	\$0.00	\$0.15	\$0.15	\$6.77
- Rent-a-Bin (1.5 Yards)	\$58.60	\$0.13	\$1.18	\$1.31	\$59.91
- On Call Container (1.5 Yards)	\$28.87	\$0.13	\$0.53	\$0.69	\$29.53
- Mileage 15 miles RT from LF	\$3.03	\$0.00	\$0.07	\$0.07	\$3.10

CASCADE LOCKS GARBAGE CITY RATES

Proposed Increase January 1, 2012

SERVICE	CURRENT RATE	Total LF Increase	Business Increase	TOTAL INCREASE	TOTAL RATE
COMPACTORS					
- Swap	\$130.65	\$0.00	\$2.67	\$2.67	\$133.52
- CP extra ydg	\$20.16	\$0.41	\$0.08	\$0.49	\$20.64
DROP BOXES					
- Delivery (per trip)	\$61.32	\$0.00	\$1.35	\$1.35	\$62.67
- Moving Fee (per trip)	\$61.32	\$0.00	\$1.35	\$1.35	\$62.67
- DB Swap	\$116.58	\$0.00	\$2.58	\$2.58	\$119.02
- Compactor Swap	\$125.87	\$0.00	\$2.77	\$2.77	\$128.04
- Excess weight (per trip)	\$62.77	\$0.00	\$1.38	\$1.38	\$64.15
- Ex miles (over 15m ft)	\$3.03	\$0.00	\$0.07	\$0.07	\$3.10
- Daily DM (over 86 hrs)	\$5.19	\$0.00	\$0.11	\$0.11	\$5.30
- Monthly DM (Max)	\$121.99	\$0.00	\$2.68	\$2.68	\$124.67
- Special DB (per day) lid/screen/winch	\$4.48	\$0.00	\$0.10	\$0.10	\$4.58
- Special DB (per month max)	\$135.22	\$0.00	\$2.97	\$2.97	\$138.19
- Waiting time (per min)	\$1.53	\$0.00	\$0.03	\$0.03	\$1.59
TS tip fee per yard (loose)	\$14.02	\$0.15	\$0.18	\$0.33	\$14.35
TS tip fee per yard (compacted)	\$19.84	\$0.41	\$0.08	\$0.49	\$20.33
MISC EQUIP RENTAL Per HOUR					
- Rear Loader	\$119.11	\$0.00	\$2.62	\$2.62	\$121.73
- Roll Off	\$105.09	\$0.00	\$2.31	\$2.31	\$107.40
- Extra Labor	\$27.47	\$0.00	\$0.60	\$0.60	\$28.07
- Labor OT	\$41.20	\$0.00	\$0.81	\$0.81	\$42.11

STAFF REPORT

Date Prepared: September 19, 2012

For City Council meeting on September 24, 2012

TO: Hon. Mayor and City Council

PREPARED BY: Paul Koch, Interim City Administrator



APPROVED BY: N/A

SUBJECT: Proclamation in recognition of CGRA

SYNOPSIS: The Mayor has requested preparation of a Proclamation in support of the Columbia Gorge Racing Association (CGRA) and its value to the economy of the community. The proclamation has been prepared and will be read at the meeting.

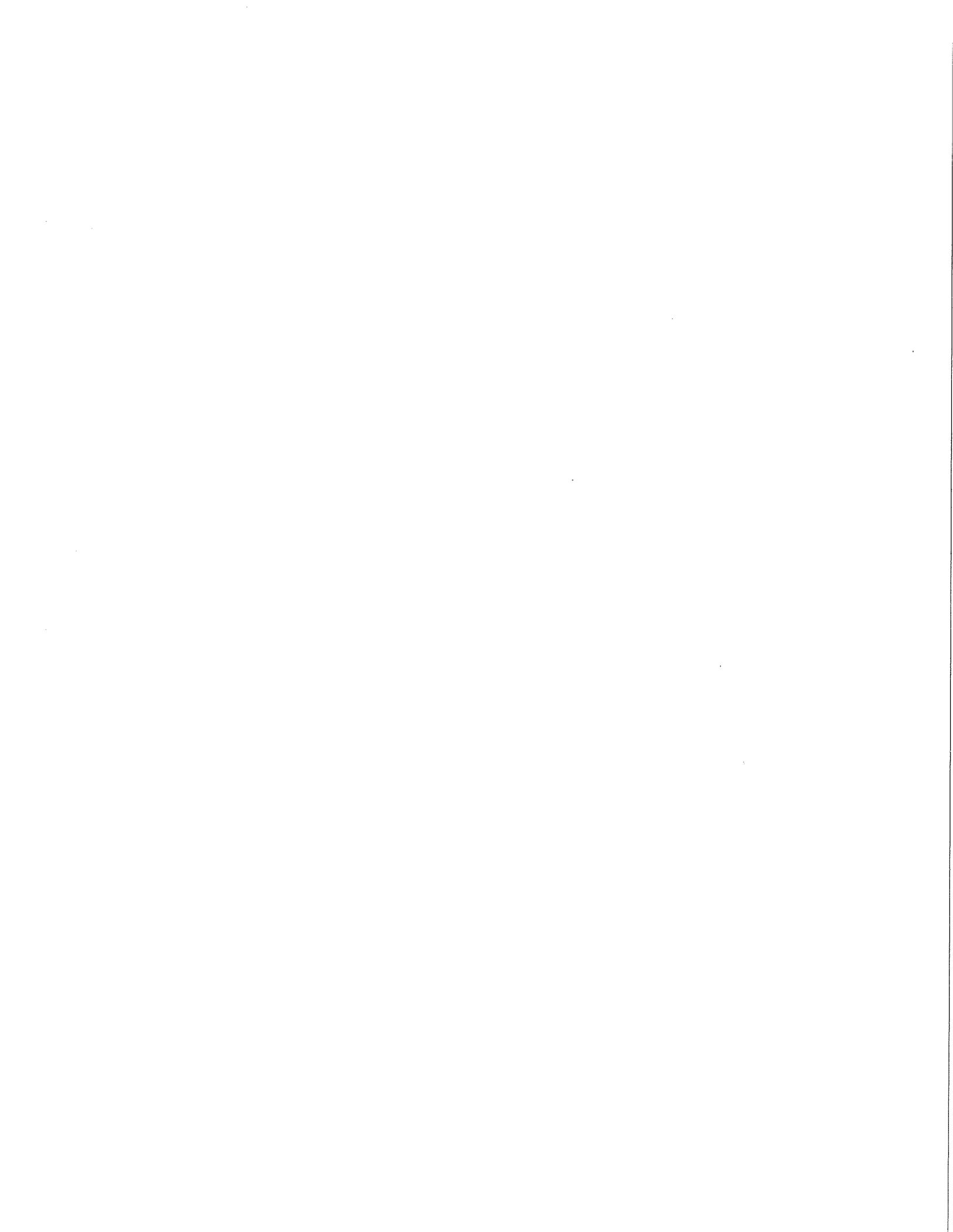
RECOMMENDATION: That the Mayor read the Proclamation and City Council vote to approve the Proclamation as read.

Legal Review: There is no legal review or comment required at this time.

Financial Review: None.

BACKGROUND INFORMATION:

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



City of Cascade Locks, Oregon

PROCLAMATION

Each year, through the tireless efforts of the Columbia Gorge Racing Association, sailing events are planned and conducted in Cascade Locks, Oregon. These events benefit the entire community and especially the local economy. CGRA has developed and does indeed maintain an effective working relationship with the local community and works hand in hand with the community to help establish Cascade Locks as one of the top five venues for sailing in the world.

WHEREAS, CGRA plays a large role in significantly enhancing the economy of our community;

WHEREAS, CGRA has helped to establish Cascade Locks as one of the top five sailing venues in the world;

WHEREAS, CGRA brings many visitors, sailors, and families to Cascade Locks to enjoy the river, sailing and the community;

WHEREAS, CGRA works tirelessly to help bring positive attention to the community;

WHEREAS, CGRA plans and conducts over 50 events per year benefiting the community and teaching sailing to many of our young people;

WHEREAS, the City is grateful for the commitment, involvement and benefits received from the efforts of the CGRA;

Now, therefore, be it resolved by The City Council of the City of Cascade Locks, Oregon

**CASCADE LOCKS WELCOMES OUR PARTNERSHIP WITH THE
COLUMBIA GORGE RACING ASSOCIATION AND HEREBY
PROCLAIMS THE CGRA IS A FRIEND OF THE CITY OF
CASCADE LOCKS.**

City of Cascade Locks, Oregon

RESOLVED this 24th day of September 2012.

Signed: _____

STAFF REPORT

Date Prepared: September 19, 2012**For City Council meeting on September 24, 2012****TO:** Hon. Mayor and City Council**PREPARED BY:** Paul Koch, Interim City Administrator **APPROVED BY:** N/A**SUBJECT:** Report on recruitment and hiring of permanent City Administrator

SYNOPSIS: The City has advertised for a full time City Administrator and received 34 applications. That number was reduced to 22 through some prescreening and then the Mayor and City Council member Lewis sat and further screened the applications to get down to 7. On September 12, the Mayor, and City Council members Lewis and Holmstrom completed telephone interviews with 4 remaining candidates. Of the 7, three of the applicants withdrew or took other positions. The City now has three candidates as one candidate was eliminated in the telephone interview process.

This issue comes to City Council at this time for discussion and direction regarding how to proceed from here.

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

- A. Take no action at this time.
- B. Accept the three candidates as finalist and establish the formal interview process to go forward.
- C. Reject all candidates and begin the process again.
- D. Take other action as may be desired by City Council.

RECOMMENDATION: That City Council, by motion, establish the next steps of the City Administrator selection process. Include interviews in Cascade Locks in mid-October with the three remaining finalists and plan to make a final decision immediately following the November 6 election.

1. Accept the three finalist's candidates.
2. Set a mid-October date for community interviews and include a "meet and greet" in the evening before the daytime interviews with groups of City Council members, City Staff,

City Boards and Committees and local citizens. Bring in professionals (City Managers and Administrators) from neighboring cities to assist and participate.

3. Specifically invite Mayor and City Council candidates to participate.
4. Plan to hold final interviews and make the formal selection of the desired candidate after the November 6 election and involve any new members of City Council who may have been elected.
5. Begin negotiations to contract with the selected City Administrator with January planned as the transition month..

Legal Review: There is no legal review or comment required at this time.

Financial Review: The current approved budget anticipates the new full time City Administrator would begin January 1, 2013. The 2012-13 budget (through June 30, 2013) was adopted with \$35,000 funded for CA salary plus the necessary fringe benefits. A summary of cost estimates:

Wages	\$70,000.
Estimated FICA	5,356,
Est. PERS	12,644.
Est. Workers Comp.	334.
Est. Unemployment Ins.	561.
Est. Family Health Ins.	<u>17,300.</u>

Total Est. \$106,195.

BACKGROUND INFORMATION:

1. The deadline for application for City Administrator was May 18, 2012.
2. Upon receipt of the original 34 applicants, preliminary review of the applications was completed and the 12 application were eliminated as not meeting minimum requirements.
3. Preliminary background checks were completed on the remaining 22.
4. A committee of the Mayor and City Councilman Lewis met and further screened the 22 applicants down to a group of 7 most desirable and 8 second level applications.
5. Three of the candidates withdrew leaving 4 final candidates who were interviewed on the telephone. From that process, there are three finalists ready to move to interviews.
6. The City 2012-13 budget anticipates an annual salary for the City Administrator of \$70,000 plus fringe benefits totaling \$106,300. (The Budget anticipated six months of new city administrator- January through June). The Interim Administrator contract extension is to March 30, 2013 providing the Council with more flexibility and allowing for a 30 day transition period anticipated to be January of 2013..
7. A copy of the original position announcement is attached for City Council information.

City of Cascade Locks, Oregon

Job Announcement-City Administrator

Cascade Locks, Oregon

Application Deadline: May 18, 2012

Population 1,145

City Budget is \$7 million from all sources

13 full time employees

Salary Range \$60-70K negotiable depending on experience and qualifications.

The City of Cascade Locks is seeking a full time City Administrator. The community is located in the beautiful Columbia River Gorge and the City operates the electric service through a contract with BPA. The City also operates the broadband, cable TV, fire and ambulance, water and sewer services.

The City works in close partnership with the Port of Cascade Locks and is a strong partner for the creation of jobs and the long term economic viability of the community. Both the Port and City have a joint working group that focuses on economic development.

Residency within 6 months of hire is required. Interested applicants should file a letter of interest as well as a formal resume. All letters and resumes should be filed with the City at: Administrator Recruitment, PO Box 308, Cascade Locks, Oregon 97014.

Professionals seeking a highly challenging, exciting management position in a community with superb potential should give this position serious consideration.

Contact the Interim City Administrator for additional information, questions and further details at 541-374-8484.



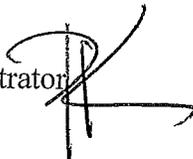
STAFF REPORT

Date Prepared: September 18, 2012

For City Council meeting on September 24, 2012

TO: Hon. Mayor and City Council

PREPARED BY: Paul Koch, Interim City Administrator



APPROVED BY: N/A

SUBJECT: Adopting the Connect Cascade Locks Recreational Trails Plan

SYNOPSIS: Throughout the spring and early summer months, CELILO Planning Studio, in partnership with the Port of Cascade Locks, completed a very extensive community outreach process to develop a comprehensive trails plan for the community. CELILO is a program of Portland State University and the work was done by graduate students working under the direction of professors from PSU. The Trail Plan document has already been adopted by the Port Commission and the new Downtown Revitalization Committee has already adopted some of the work elements into their Work Plan.

At some point, the City Council should adopt the Trails Plan so that it can be wrapped in city policy and procedure. An adopted plan can also be used as we move forward with updating and enhancing the development code and comprehensive plan.

The Trails Plan focused on significantly enhancing the economic development of the community through careful and strategic implementation of the trails system and it creates at Overview Park, the terminus of all trails in and around Cascade Locks.

This issue comes to City Council at this time for discussion and direction.

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

- A. Take no action at this time.
- B. Refer the analysis and implementation to the Planning Commission for future implementation.
- C. Direct staff to bring this issue back at the October 8 City Council meeting for City Council adoption.
- D. Schedule a special work session to fully discuss and review the Trails Plan.
- E. Take other action as may be desired by the City Council.

RECOMMENDATION: That City Council discusses the proposed Trails Plan and direct staff regarding the City Councils desired outcome for the Plan and its adoption.

Legal Review: There is no legal review or comment required at this time.

Financial Review: There is no financial impact. Adoption of the proposed plan might lead to future volunteer and grant funded efforts. There might also be some future increased cost to the City for maintenance and operations. Those impacts have yet to be determined.

BACKGROUND INFORMATION:

1. A copy of the brief executive summary of the Trails Plan is attached for City Council information.
2. The purpose of the Trails Plan was to identify strategies to increase the economic development prospects of the community through a regionally integrated recreational trails network.
3. The proposed plan gives specific leadership assignments to various elements of the community. The City, Port, Downtown Association and Tourism Committee all have been identified to work on the implementation.