

# CITY of CASCADE LOCKS *AGENDA*

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**CITY COUNCIL MEETING, Monday, November 26, 2012, 7:00 PM, CITY HALL**

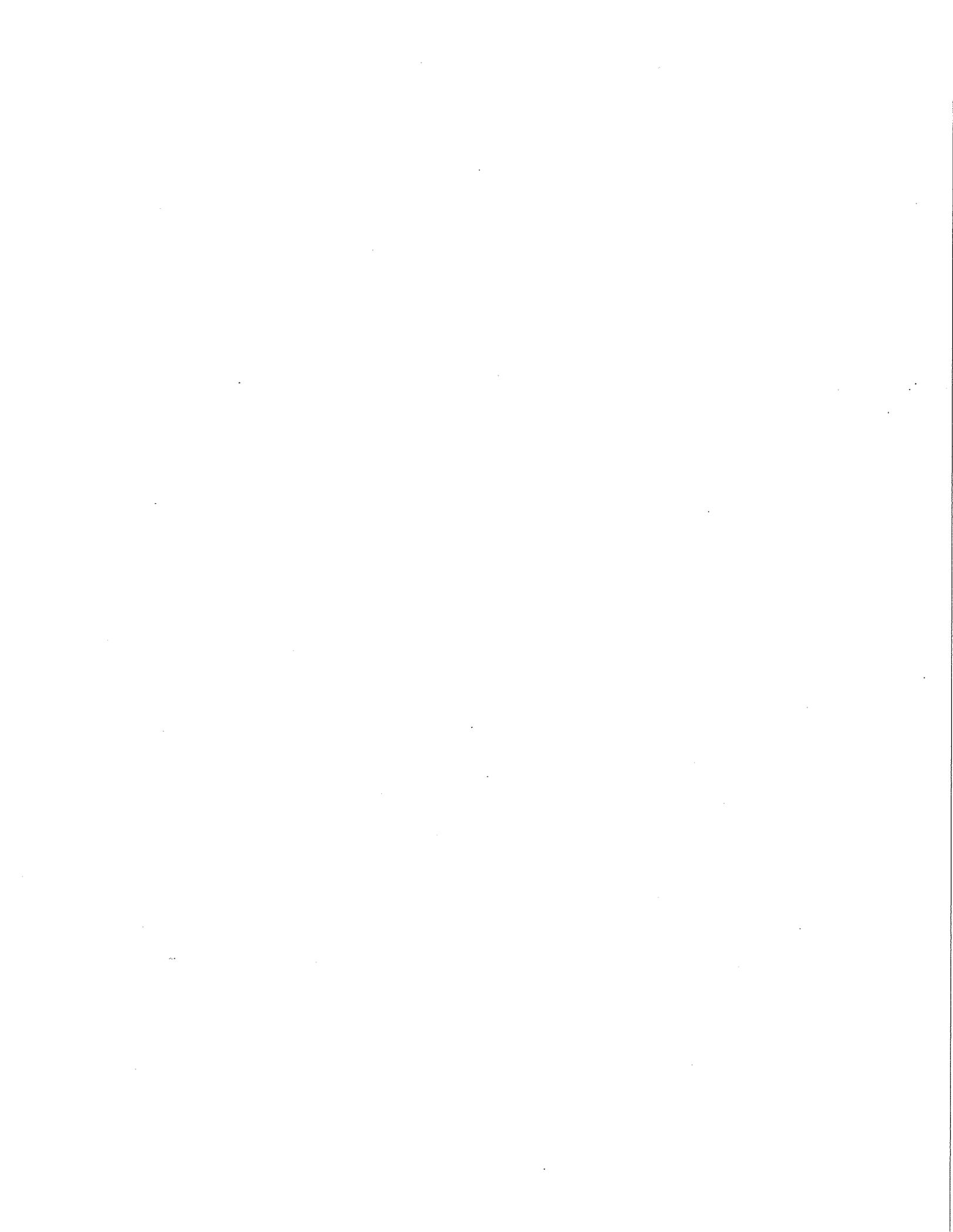
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**Purpose:** The City Council meets twice a month to conduct city business, make decisions and set policy and direction for the city organization and community.

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 November 13, 2012 Council Meeting.**
  - b. **Ratification of the Bills in the Amount of \$ 102,086.38.**
4. **Public Hearings: none**
5. **Action Items:**
  - a. **Approve the Contract and Scope of Work with Anderson/Perry Engineers for the Waste Water Master Plan Phase I.**
  - b. **Approve and Authorize Staff to File an Application with the Ford Family Foundation for Funds to Assist with Development Code Enhancements to Encourage Economic Development.**
  - c. **Approve the Cancellation of the December 24, 2012 City Council Meeting.**
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. Citizens are encouraged to sign up to speak on any topic and to share their ideas and concerns with City Council) Use the sign-up sheet on the table by the entry door.
7. **Reports and Presentations.**
  - a. **City Committees.** (Status and progress reports from City Boards and Committees are made at this point on the agenda.)
  - b. **Jim Winterbottom with Hood River Garbage. Discussion of the Proposed Rate Increases and Possible Adjustments to the Franchise Agreement for Garbage Services in the Community.**
  - c. **BKI Overview. Representatives of BKI will be Present to Review the Firms Efforts to Date on the Electric Rate Study.**
  - d. **Discussion of ODOT Offer for Cascade Locks to Take Over Operational Jurisdiction of WaNaPa St.**
  - e. **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.



1. **Call to Order/Pledge of Allegiance/Roll Call:** Mayor Masters called the meeting to order at 7:02 PM. CM's Cramblett, Holmstrom, Helfrich, Lewis, Lorang, Storm, and Mayor Masters were present. Also present were ICA Koch, City Recorder Kathy Woosley, Finance Officer Marianne Bump, Public Works Field Supervisor Price, Hood River County Sheriff Joe Wampler, Cascade Locks Deputy John Harvey, Glenda Groves, Bruce Fitzpatrick, Steve Gast, Cindilee Baseman, Richard Randall, Cody Steelman, Kayla Carron, Vera Singleton, and Camera Operator Betty Rush.

Mayor Masters congratulated Glenda Groves and Bruce Fitzpatrick for being elected as Councilors on the recent election. He said even though they could not vote he would like them to participate in the discussion.

2. **Additions or amendments to the Agenda:** CM Helfrich asked if agenda item 7.b. could be moved ahead of agenda item 5. on the agenda. CM Holmstrom asked for a review and discussion of the funding mechanism included in the discussion for item 5.c.

3. **Adoption of Consent Agenda:**

- a. **Approval of Minutes of October 22, 2012 Council Meeting.**
- b. **Approval of Minutes of October 26 and 27, 2012 Special Council Meetings.**
- c. **Ratification of the Bills in the Amount of \$166,488.91.**
- d. **Approval of MCEDD IGA for Ongoing Membership.**
- e. **Approve Perpetual Easement with Cindilee Baseman for Public Storm Runoff.**

Mayor Masters read the list of items on the Consent Agenda. **Motion:** CM Helfrich 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.

Mayor Masters directed Council to Agenda Item 7. b. **Deputy John Harvey.** Sheriff Wampler introduced Deputy John Harvey to the Council. Deputy John Harvey gave a report to Council. He ended his report with a request for all to remember the youth in the community and the importance of citizen involvement in the community.

5. **Action Items:**

a. **Approve Proposal with American Legal Publishing for Ordinance Codification.**

CR Woosley explained the codification process and that this approval was for the proposal from American Legal Publishing. She said that a personal services contract would be at the next meeting for approval. **Motion:** CM Helfrich moved, seconded by CM Lewis, to approve the proposal with American Legal Publishing for ordinance codification. The motion was passed unanimously by CM's Cramblett, Holmstrom, Helfrich, Lewis, Lorang, Storm, and Mayor Masters.

b. **Approve Application of ODOT Enhance It Grant.** ICA Koch explained the Enhance It Grant and the Fix It Grant offered by ODOT and the differences of each one. He said ODOT is aggressively trying to get cities to take over ownership of state roads or highways in their jurisdictions. **Motion:** CM Cramblett moved, seconded by CM Lorang, to authorize the application for grant funds to complete streetscape improvements to WaNaPa Street for 3-4 blocks with no local match, calling upon the State to provide the non-federal match and expressing a willingness to hold further discussions about a jurisdictional transfer of WaNapa Street.

CM Cramblett stated this application would get a "foot in the door." Mr. Fitzpatrick asked if the additional language could be added to the grant or if the City could look at both options. Mayor Masters explained this motion was for the Enhance It Grant but another application could be filed for any other grant. ICA Koch stated that the jurisdictional issue is not going to go away.

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

**c. Decision on Permanent Employees for Positions in Fire Department.** ICA Koch gave the staff report and FO Bump explained the funding for the positions. **Motion:** CM Lewis moved, seconded by CM Lorang, to approve the recommendations for permanent hiring for the positions in the Fire Department.

Mrs. Groves asked how the positions would be funded since the measures didn't pass regarding a fee being added without a vote of the people. Mayor Masters stated that this vote was subsequent to the budget that was passed in July. He asked if Council moves forward with this is there an assumption that the existing plan in place pays for these positions and is going to continue or is there another plan in place. He said if there is another plan does that plan include the positions. He said if there isn't another plan in place then it wouldn't make any sense to hire someone and not have the money to pay them.

CM Lorang said there is a possibility that the amendment to the Charter in 2008 violates State law. City Attorney Cleaveland explained not that it violated State law but that there is a difference in legislative and administrative actions. He explained that the Council is back to the Council's interpretation of the Charter and the interpretation of administrative versus legislative actions as if a vote never occurred. CM Cramblett asked once the citizens voted for the measure for no taxes, charges, or fees, didn't that then make it legislative. City Attorney Cleaveland stated it does not. He said if there is a charter amendment affecting something that is not legislative then it is not enforceable. He said if Council considers rate making legislative then it is enforceable. He said if Council considers rate making administrative then the amendment is not enforceable.

CM Lewis said there is going to be a new Council and they could choose to repeal the fee increases. He said this would be a concern for him for acting on this agenda item. City Attorney Cleaveland agreed. Mayor Masters said if Council rolled back the fees to what they were in May it wouldn't matter how the charter was interpreted it would just eliminate the funding for personnel in the Fire Department. He said the funding mechanism is an issue here and if permanently hiring someone you would expect to pay them. He said there is an existing plan and we are five months into that plan. He said the plan is for a two year time period then reassess.

Mrs. Groves said she felt the fees were pushed through and went against what the citizens want. She said if fee increases are needed just ask the citizens to vote on them and see where that goes. She said the increases could have been handled differently. Mayor Masters said the issue here is does the City hire these two positions permanently or not. He said pointing fingers doesn't get at the issue of hiring personnel permanently or not. Mrs. Groves said she was voted into this position because she believes in what the citizens want. She said this could have been done differently. She said to hire these people the City needs money. She said if there is another way to hire these people without using the recently established fees then she would be open to that. CM Lorang asked what percentage the internal payment would be. FO Bump said she was not prepared to answer this question but estimated \$3,000 per month.

Mr. Fitzpatrick said he would like to see the 2% go to the Water Department. He said he also didn't like the way the Fire Department was funded. He asked if these positions were fundable. Mayor Masters said the reason for creating the two year plan for the Fire Department was to find out if it was possible to fund the Fire Department. He said the ambulance fees are not going to generate revenue if there is no Paramedic. Mr. Fitzpatrick suggested hiring an Intermediate instead of a Paramedic. Mayor Masters stated a Paramedic is necessary for the licensing of the ambulance.

CM Holmstrom suggested keeping the positions temporary until a new plan emerges. CM Cramblett said his plan is to review the costs and the Emergency Medical Services (EMS) budget and establish a

newly formed committee to review those items. He said he would ask Multnomah County for more money. He said he wanted to review how well the City is doing in collecting ambulance fees. He said he wanted to look in realistic terms what it is going to take to fund the Fire Department. CM Cramblett said the first thing he is going to do is give back the suppression fee and decide whether the City needs to approach the citizens for increased fees. He said he intends to keep the paid personnel on. He said he believes the money is available to keep these people on. CM Cramblett said the citizens have asked for a committee to review this situation. He said he thinks if the City runs a tight ship it can be funded. He said he wanted to know the hard numbers.

CM Lorang asked if the Task Force didn't constitute a review. He explained that there is no reserve fund and resources are being spent before the revenues are there. He said Council tried to come up with a budget to support the committee's decision of wanting a Fire Department and Advanced Life Support (ALS). He said there seems to be a disconnection with people wanting these services but not wanting to pay for them. Mrs. Groves asked what the possibility would be to hire a Paramedic but have a volunteer Fire Chief. Mayor Masters said that is one of the questions the Task Force dealt with and answered.

CM Cramblett responded to CM Lorang's question stating there were four recommendations that came out of the discussion with the Task Force. He said one of those recommendations was to go to the citizens and ask for a fee and another was to create a finance committee to specifically review the Fire Department budget. He said he was willing to follow through on both of those recommendations. He said he believes the funding to be in place but if not he would be willing to go the citizens and ask for it.

ICA Koch explained that the Task Force discovered that the City is beyond an all volunteer department and needs a paid person to oversee the proper management of the Fire Department and also needs a Paramedic. Mayor Masters stated the demands of the job make it hard to get a volunteer to do it as it is asking someone to do a full time job. Mrs. Groves asked if there is 40 hours of work for a Fire Chief. Mayor Masters suggested Mrs. Groves review the work plan for the Fire Chief with ICA Koch.

CM Lewis said hours can be spent on what has been done and what may be done but what he is hearing is that the Council isn't ready to approve this tonight. He said he would like the Council to vote. CM Cramblett said he is fine with leaving the fire suppression fees in place until the new Council is in place. He said then Council will review at that time. Mayor Masters said if employees are going to be hired permanently then the City should be planning on paying them. He said if the fire suppression fee is going to go away then why hire permanently. CM Cramblett said that he is in favor of hiring permanently and will do all that he could to fund the positions. He said there is a motion on the floor. Mayor Masters said he didn't want to tell an employee that they are hired permanently but in a couple of months might not be an employee. CM Cramblett said he thinks this can be done. Mr. Fitzpatrick said he thinks the Water Department needs funding but would like to find a way to hire permanently for the Fire Department. Mrs. Groves said to find a way to fund without using the fire suppression fee. Mr. Fitzpatrick said the new Council is going to be changing everything back as soon as they can but is in agreement with CM Cramblett on hiring permanently. CM Lorang said he wouldn't vote to hire permanently without knowing where the money is coming from.

CM's Cramblett, Helfrich, Lewis, and Mayor Masters voted in favor of the motion. CM's Holmstrom, Lorang, and Storm opposed the motion.

**6. Appearance of Interested Citizens to Share a Variety of Perspectives on Issues Facing Our Community:** Mr. Steelman asked if property taxes were included in the financials and wondered why there isn't a fully functioning fire department. He said all parties need to be brought to the table as Cascade Locks can't continue paying for this. He said the fees being used to fund the Fire Department

are illegal. Mr. Steelman spoke to the appointments to vacancies. He said the Council better fix the stuff in this building as he almost fell on his way in. He said the Council better abide by his attorney to move these meetings to an ADA assessable location. He said the door almost knocked him down. Mr. Cody thanked the Council for inviting the newly elected Council to participate in the executive session but they can not vote until the first meeting in January. He said he has no problem with the newly elected sitting in executive session as long as they are in full agreement with the hiring of the City Administrator.

**7. Reports and Presentations:**

**a. City Committees.** None.

**b. Deputy John Harvey.** This took place earlier in the agenda.

**c. Review of Budget Expenditures for the Tourism Program.** FO Bump gave a review of the Tourism Committee expenditures. She said committees have no spending authority and explained the problems with receiving and paying bills out of the Tourism Fund. She gave some suggestions for a committee expenditure policy. She described funds being committed before any approval is given. FO Bump stated committees are recommending bodies and not allowed to spend or commit city money.

Tourism Committee Chair Carron said there was never a problem before and they haven't spent any money without approval. She said they haven't found a system that works to get minutes to FO Bump for approval. FO Bump stated another problem is that invoices have been mailed to committee members and not to City Hall. TC Carron said she also didn't want to have to sit through a Council meeting for an approval of a bill. Mayor Masters said there isn't anything in the policy about requiring a committee member to sit through a Council meeting. He said the approval for the bill could be put on the Consent Agenda. FO Bump discussed using purchase orders. She also discussed budgeting tighter to keep a carry over for a beginning balance for the next budget year.

**d. Quarterly Financial Report.** FO Bump explained the quarterly financial report.

**e. Recognize Sheldon Price, Public Works Dept. Field Supervisor for Completing Certification as Water Distribution 1.** Mayor Masters reminded all that the current plan is to phase out the contracted public works director and train existing public works staff to acquire water and sewer certifications. He congratulated PWFS Price on his certification for Water Distribution 1 and thanked him for the work that he has done for the City.

**f. Review RFQ Responses for CATV/Broadband Services.** ICA Koch explained that the City received three responses to the RFQ and suggested a work session be set to review these responses. Council set a date of December 3<sup>rd</sup> for the work session.

**g. ICA Koch Report (handout).** ICA Koch gave his report.

**8. Mayor and City Council Comments:** CM Holmstrom said the charging station looks good. CM Storm congratulated PWFS Price on his certification. CM Cramblett said there was a good turn out of voters on the recent election. Mrs. Groves thanked the Mayor and Council for allowing her to be involved in the meeting. Mr. Fitzpatrick also thanked the Mayor and Council for allowing him to be a part of the process. Mayor Masters congratulated the new Mayor and Councilors. He clarified that he voted along with the new Mayor Elect on hiring staff for the Fire Department. He said he was won over with CM Cramblett's statement of optimism. He said he supported CM Cramblett with that and all his other goals and wished him the best of luck.

Mayor Masters said although Cascade Locks may not have fancy signs for Neighborhood Watch it is clear that Cascade Locks does have neighbors watching. He said it is very promising to see the community effort pay off in partnership with outside agencies as talked about by our Sheriff and Deputy.

Mayor Masters read a letter received by the Gorge Commission and hoped this effort of working together will continue.

Mayor Masters declared a break at 10:16 PM. He said Council would be going into Executive Session after the break and would be returning to Regular Session with possible decisions after Executive Session.

9. **Other matters:** None.

10. **Executive Session per ORS 192.660 (2)(e) Real Property Transactions and ORS 192.660 (2)(a) Employment of Public Officers, Employees and Agents:** Mayor Masters opened Executive Session at 10:27 PM. CM's Cramblett, Holmstrom, Helfrich, Lewis, Lorang, Storm, and Mayor Masters were present. Also present were ICA Koch, City Attorney Cleaveland, CR Woosley, FO Bump, Glenda Groves and Bruce Fitzpatrick.

11. **Possible Action Regarding Real Property Transaction: Motion:** CM Helfrich moved, seconded by CM Lewis, to enter into negotiations for real property transaction as discussed in Executive Session. Mrs. Groves and Bruce Fitzpatrick stated they agreed with the Council. CM's Cramblett, Holmstrom, Helfrich, Lewis, Lorang, and Storm voted in favor. Mayor Masters opposed the motion.

12. **Possible Action Regarding Decision on City Administrator: Motion:** CM Helfrich moved, seconded by CM Lewis, to direct staff to proceed to enter into an agreement for hiring a City Administrator as discussed in Executive Session. Mrs. Groves and Mr. Fitzpatrick stated they agreed with Council. The motion passed with CM's Cramblett, Holmstrom, Helfrich, Lewis, Lorang, Storm, and Mayor Masters voting unanimously.

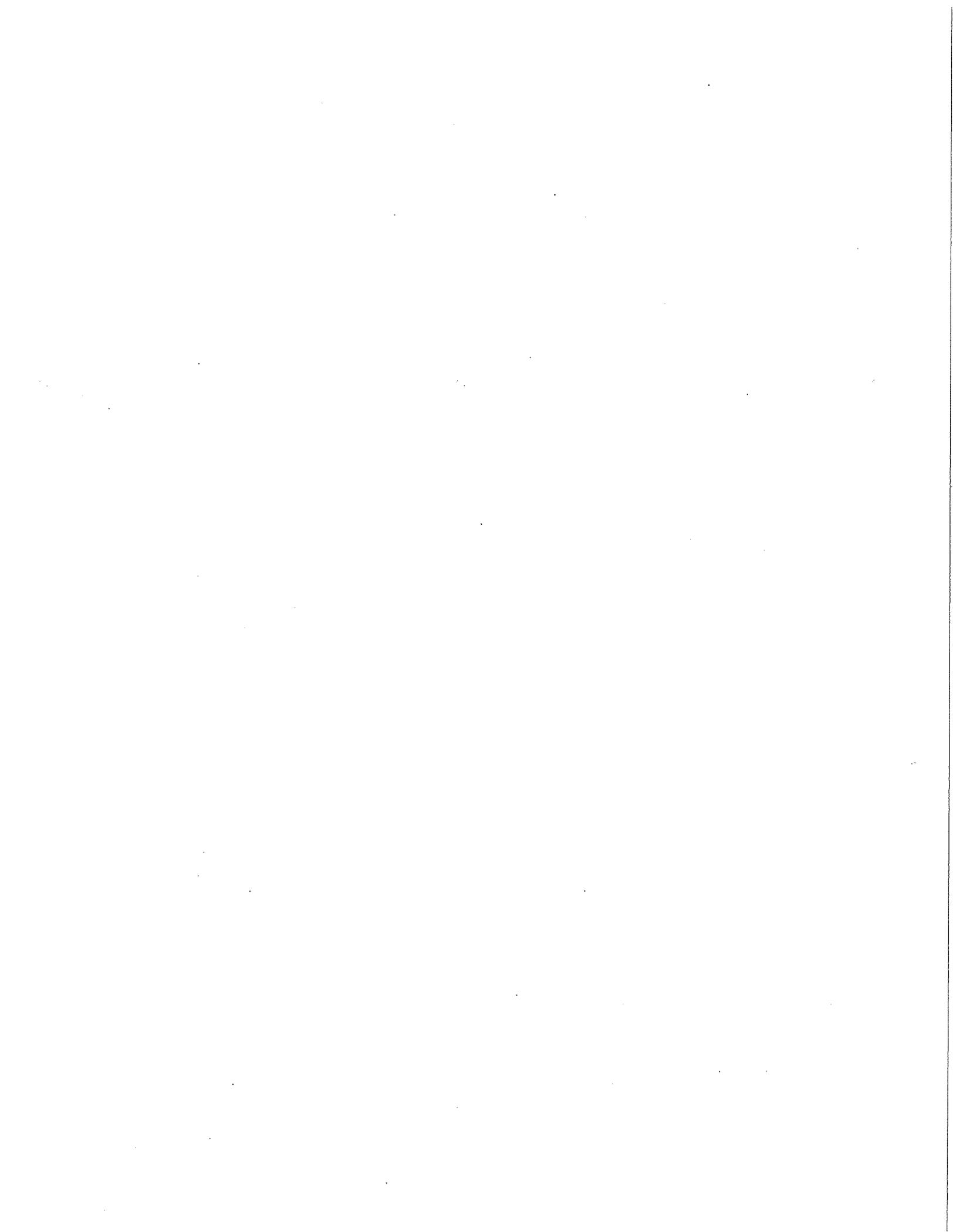
13. **Adjournment: Motion:** CM Helfrich moved, seconded by CM Lewis, to adjourn. The motion was passed unanimously by CM's Cramblett, Holmstrom, Helfrich, Lewis, Lorang, Storm, and Mayor Masters. The meeting ended at 11:54 PM.

Prepared by  
Kathy Woosley, City Recorder

APPROVED:

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Lance Masters, Mayor



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DEPARTMENT: CITY OF CASCADE LOCKS  
COVER SHEET AND SUMMARY

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DATE:

DESCRIPTION:

AMOUNT:

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11/14/2012	Mid Month AP Check Run	\$ 70,039.68
11/16/2012	Gross Payroll	\$ 32,046.70

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GRAND TOTAL \$ 102,086.38

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APPROVAL:

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Mayor

Report Criteria:

Report type: GL detail

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
2981	11/12	11/14/2012	4910	211944414D	Refund Customer Deposits	Refund Deposit	5121130	237.44
Total 2981:								
2982	11/12	11/14/2012	20	15900	ADDYLAB	Water Sample Testing	2140562150	237.44
Total 2982:								
2983	11/12	11/14/2012	6811	110212	Alex Clark	ES Clothes Washer Rebate	5140562140	415.00
Total 2983:								
2984	11/12	11/14/2012	180	103112	ASIFLEX	Admin Fees	5140562110	50.00
Total 2984:								
2985	11/12	11/14/2012	6808	2036047	Barrett Business Services, Inc.	Period Ending 10/28	0140461155	3.75
2985	11/12	11/14/2012	6808	2042479	Barrett Business Services, Inc.	Period Ending 11/04	0140461155	287.10
2985	11/12	11/14/2012	6808	2042479	Barrett Business Services, Inc.	Period Ending 11/04	0340561155	348.00
Total 2985:								
2986	11/12	11/14/2012	370	27861	BIO-MED TESTING SERVICE	Drug Testing	0540562063	983.10
Total 2986:								
2987	11/12	11/14/2012	460	4616	BROWN & KYSAR, INC	Rate Study Services thru 10/20/12	5140562190	57.50
2987	11/12	11/14/2012	460	4631	BROWN & KYSAR, INC	911 Antenna Structure	5140562190	4,786.25
2987	11/12	11/14/2012	460	4634	BROWN & KYSAR, INC	General Consulting	5140662190	1,015.00
Total 2987:								
2988	11/12	11/14/2012	6806	100112	Campbell, Kim	Refund Parks SDC	0230540250	730.00
Total 2988:								
2989	11/12	11/14/2012	670	11/12 UBS	CASCADE LOCKS LIGHT CO.	City Utilities	0140162551	6,531.25
Total 2989:								
Total 2989:								

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
2989	11/12	11/14/2012	670	11/12 UBS	CASCADE LOCKS LIGHT CO.	City Utilities	0140462551	573.44
2989	11/12	11/14/2012	670	11/12 UBS	CASCADE LOCKS LIGHT CO.	City Utilities	0540562439	576.06
2989	11/12	11/14/2012	670	11/12 UBS	CASCADE LOCKS LIGHT CO.	City Utilities	0840562071	28.80
2989	11/12	11/14/2012	670	11/12 UBS	CASCADE LOCKS LIGHT CO.	City Utilities	1740562551	21.30
2989	11/12	11/14/2012	670	11/12 UBS	CASCADE LOCKS LIGHT CO.	City Utilities	2140562070	1,313.84
2989	11/12	11/14/2012	670	11/12 UBS	CASCADE LOCKS LIGHT CO.	City Utilities	2142162071	143.07
2989	11/12	11/14/2012	670	11/12 UBS	CASCADE LOCKS LIGHT CO.	City Utilities	3140562070	2,049.51
2989	11/12	11/14/2012	670	11/12 UBS	CASCADE LOCKS LIGHT CO.	City Utilities	4142162071	222.68
2989	11/12	11/14/2012	670	11/12 UBS	CASCADE LOCKS LIGHT CO.	City Utilities	5142162071	28.80
2989	11/12	11/14/2012	670	11/12 UBS	CASCADE LOCKS LIGHT CO.	City Utilities	5142162071	7.50-
2989	11/12	11/14/2012	670	11/12 UBS	CASCADE LOCKS LIGHT CO.	City Utilities	5142162071	214.61
2989	11/12	11/14/2012	670	SSS 11/12	CASCADE LOCKS LIGHT CO.	Senior Sewer Subsidy	0140862025	204.30
Total 2989:								5,428.11
2990	11/12	11/14/2012	710	110212	Cascade Motel	CA Applicant Lodging	0140862020	194.40
Total 2990:								194.40
2991	11/12	11/14/2012	740	45674	CASELLE, INC.	December Support	0140162082	129.00
2991	11/12	11/14/2012	740	45674	CASELLE, INC.	December Support	0340562082	32.00
2991	11/12	11/14/2012	740	45674	CASELLE, INC.	December Support	0540562082	27.00
2991	11/12	11/14/2012	740	45674	CASELLE, INC.	December Support	2140562082	231.00
2991	11/12	11/14/2012	740	45674	CASELLE, INC.	December Support	3140562082	205.00
2991	11/12	11/14/2012	740	45674	CASELLE, INC.	December Support	4140562082	59.00
2991	11/12	11/14/2012	740	45674	CASELLE, INC.	December Support	4140662082	32.00
2991	11/12	11/14/2012	740	45674	CASELLE, INC.	December Support	5140562082	404.00
2991	11/12	11/14/2012	740	45674	CASELLE, INC.	December Support	5140662082	66.00
Total 2991:								1,185.00
2992	11/12	11/14/2012	790	313401451 1	CENTURYLINK	WWTP	3140562050	114.95
Total 2992:								114.95
2993	11/12	11/14/2012	940	110512	CITY OF SPRINGFIELD	Ambulance Billing Service	0540562111	304.00
Total 2993:								304.00
2994	11/12	11/14/2012	1000	Q12052	Coburn Electric	WWTP Receptacles	3140562110	1,485.00

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
2994	11/12	11/14/2012	1000	Q12053	Coburn Electric	WWTP Receptacles	3140562110	1,658.00
Total 2994:								
2995	11/12	11/14/2012	1110	AO2012-3	COLUMBIA GORGE TRAINING ASSOC	Apparatus Operator Class	0540562020	150.00
Total 2995:								
2996	11/12	11/14/2012	1120	A20313	COLUMBIA HARDWARE, LLC	Poulan Bar and Chain oil	5140562770	9.99
2996	11/12	11/14/2012	1120	A20452	COLUMBIA HARDWARE, LLC	conduit	5140563921	16.32
2996	11/12	11/14/2012	1120	A20604	COLUMBIA HARDWARE, LLC	keys	0140462520	7.96
2996	11/12	11/14/2012	1120	A20785	COLUMBIA HARDWARE, LLC	screws	5140562770	3.84
2996	11/12	11/14/2012	1120	A20863	COLUMBIA HARDWARE, LLC	Bit set	5140563690	18.99
2996	11/12	11/14/2012	1120	A21098	COLUMBIA HARDWARE, LLC	Ceiling Hood/tote	5140562770	18.64
2996	11/12	11/14/2012	1120	A21467	COLUMBIA HARDWARE, LLC	Tool Holder	5140562770	7.65
2996	11/12	11/14/2012	1120	A21721	COLUMBIA HARDWARE, LLC	Mortar	5140562770	18.17
2996	11/12	11/14/2012	1120	A21797	COLUMBIA HARDWARE, LLC	Chalk Line Reel	5140563700	6.29
2996	11/12	11/14/2012	1120	B24868	COLUMBIA HARDWARE, LLC	Paint Thinner, Roller frame	0140462520	27.47
2996	11/12	11/14/2012	1120	B25927	COLUMBIA HARDWARE, LLC	Brooms	5140562900	39.73
2996	11/12	11/14/2012	1120	B26165	COLUMBIA HARDWARE, LLC	PVC Conduit	5140562770	17.55
Total 2996:								
2997	11/12	11/14/2012	1230	114259792	COMSEARCH	Frequency Protection Services	4140562110	192.60
Total 2997:								
2998	11/12	11/14/2012	6797	111412	CRGVA Foundation	Membership Dues CY2011 & 2012	0840562113	400.00
Total 2998:								
2999	11/12	11/14/2012	1360	129358	DAVID R. CUNNINGHAM	FD Email Server Maint	0640562082	300.00
2999	11/12	11/14/2012	1360	129359	DAVID R. CUNNINGHAM	misc tech	0640562082	165.00
2999	11/12	11/14/2012	1360	129359	DAVID R. CUNNINGHAM	misc tech	0140162082	52.00
2999	11/12	11/14/2012	1360	129359	DAVID R. CUNNINGHAM	misc tech	0340562082	13.00
2999	11/12	11/14/2012	1360	129359	DAVID R. CUNNINGHAM	misc tech	0540562082	11.00
2999	11/12	11/14/2012	1360	129359	DAVID R. CUNNINGHAM	misc tech	2140562082	94.00
2999	11/12	11/14/2012	1360	129359	DAVID R. CUNNINGHAM	misc tech	3140562082	83.00
2999	11/12	11/14/2012	1360	129359	DAVID R. CUNNINGHAM	misc tech	4140562082	390.00
2999	11/12	11/14/2012	1360	129359	DAVID R. CUNNINGHAM	misc tech	4140562082	24.00
2999	11/12	11/14/2012	1360	129359	DAVID R. CUNNINGHAM	misc tech	4140662082	13.00

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
2999	11/12	11/14/2012	1360	129359	DAVID R. CUNNINGHAM	misc tech	5140562082	164.00
2999	11/12	11/14/2012	1360	129359	DAVID R. CUNNINGHAM	misc tech	5140562082	26.00
2999	11/12	11/14/2012	1360	129359	DAVID R. CUNNINGHAM	misc tech	5640563941	255.00
Total 2999:								1,290.00
3000	11/12	11/14/2012	1430	063012	DEPARTMENT OF STATE LANDS	Unclaimed Property as of 6/30/12	0121010	170.68
Total 3000:								170.68
3001	11/12	11/14/2012	1530	8255-9217 1	DISH NETWORK	Programming	4140562740	400.00
Total 3001:								400.00
3002	11/12	11/14/2012	1540	61158-10311	DMV SERVICES STATE OF OREGON	Driving Records	5140562110	3.00
Total 3002:								3.00
3003	11/12	11/14/2012	1620	1882	EFFICIENCY SERVICES GROUP, LLC	Admin Fees	5140562139	750.00
3003	11/12	11/14/2012	1620	1922	EFFICIENCY SERVICES GROUP, LLC	Admin Fees	5140562139	750.00
Total 3003:								1,500.00
3004	11/12	11/14/2012	2020	1173358	GENERAL PACIFIC INC.	Coding Tape	5140562770	67.00
3004	11/12	11/14/2012	2020	1173358	GENERAL PACIFIC INC.	Coding Tape	5140562770	67.00
3004	11/12	11/14/2012	2020	1173359	GENERAL PACIFIC INC.	Bushing Parking Stand	5140562770	144.00
3004	11/12	11/14/2012	2020	1173359	GENERAL PACIFIC INC.	Bushing Parking Stand	5140562770	144.00
3004	11/12	11/14/2012	2020	1173360	GENERAL PACIFIC INC.	Electrical Tape	5140562900	389.00
3004	11/12	11/14/2012	2020	1173361	GENERAL PACIFIC INC.	Splicing Tape	5140562900	224.40
Total 3004:								1,035.40
3005	11/12	11/14/2012	6810	110212	Harry Troeger	Ductless Heat Pump Rebate	5140562140	1,500.00
Total 3005:								1,500.00
3006	11/12	11/14/2012	2310	2133133-00	HD Supply Power Solutions	Meter	5141562009	420.00
Total 3006:								420.00

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
3007	11/1/12	11/14/2012	4910	100087412D	Heidi & James Revet	Refund Deposit	5121130	44.26
Total 3007:								
3008	11/1/12	11/14/2012	2420	6501	HOOD RIVER CO. - FINANCE	911 Tax	0640562140	44.26
Total 3008:								
3009	11/1/12	11/14/2012	2570	0010121022	HOOD RIVER NEWS	Administrative Hearing	0140262037	1,412.40
Total 3009:								
3010	11/1/12	11/14/2012	6777	100085700 9	Hutton, Kenneth	Duct Sealing Rebate	5140562140	108.00
Total 3010:								
3011	11/1/12	11/14/2012	2850	110212CR	JESSICA BENNETT	Reimburse for Office Supplies	0540562010	450.00
Total 3011:								
3012	11/1/12	11/14/2012	6809	110212	Joseph Wrabek	Ductless Heat Pump Rebate	5140562140	39.99
Total 3012:								
3013	11/1/12	11/14/2012	2970	111212	Koch Consulting, INC.	Interim CA Services	0140162093	122.42
3013	11/1/12	11/14/2012	2970	111212	Koch Consulting, INC.	Interim CA Services	0140262093	37.81
3013	11/1/12	11/14/2012	2970	111212	Koch Consulting, INC.	Interim CA Services	0340562093	37.81
3013	11/1/12	11/14/2012	2970	111212	Koch Consulting, INC.	Interim CA Services	0542162093	35.54
3013	11/1/12	11/14/2012	2970	111212	Koch Consulting, INC.	Interim CA Services	2142162093	90.44
3013	11/1/12	11/14/2012	2970	111212	Koch Consulting, INC.	Interim CA Services	3142162093	90.66
3013	11/1/12	11/14/2012	2970	111212	Koch Consulting, INC.	Interim CA Services	4142162093	62.61
3013	11/1/12	11/14/2012	2970	111212	Koch Consulting, INC.	Interim CA Services	5142162093	278.87
3013	11/1/12	11/14/2012	2970	111412	Koch Consulting, INC.	Interim CA Services	0140162093	404.75
3013	11/1/12	11/14/2012	2970	111412	Koch Consulting, INC.	Interim CA Services	0140262093	125.00
3013	11/1/12	11/14/2012	2970	111412	Koch Consulting, INC.	Interim CA Services	0340562093	125.00
3013	11/1/12	11/14/2012	2970	111412	Koch Consulting, INC.	Interim CA Services	0542162093	117.50
3013	11/1/12	11/14/2012	2970	111412	Koch Consulting, INC.	Interim CA Services	2142162093	299.00
3013	11/1/12	11/14/2012	2970	111412	Koch Consulting, INC.	Interim CA Services	3142162093	299.75
3013	11/1/12	11/14/2012	2970	111412	Koch Consulting, INC.	Interim CA Services	4142162093	207.00
3013	11/1/12	11/14/2012	2970	111412	Koch Consulting, INC.	Interim CA Services	5142162093	922.00

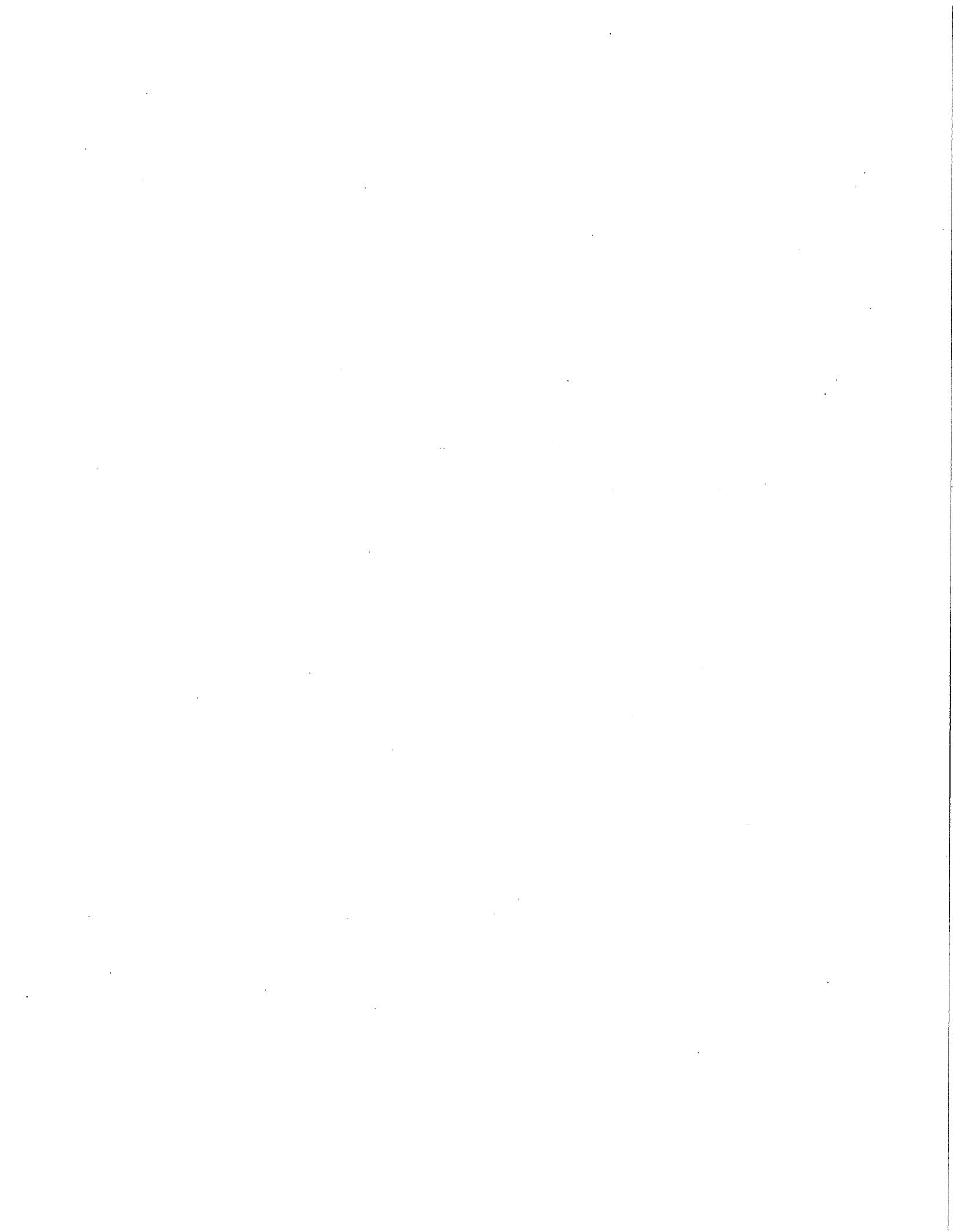
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Total 3013:								
3014	11/12	11/14/2012	3070	1500044171	LES SCHWAB TIRE CENTER	Boom Truck work	5140562201	3,256.16
3014	11/12	11/14/2012	3070	1500044171	LES SCHWAB TIRE CENTER	Boom Truck work	5140562201	644.78
Total 3014:								
3015	11/12	11/14/2012	3150	110712CR	MARIANNE BUMP	Reimburse Mileage	0140162020	1,289.56
3015	11/12	11/14/2012	3150	110712CR	MARIANNE BUMP	Reimburse Mileage	2142162020	7.20
3015	11/12	11/14/2012	3150	110712CR	MARIANNE BUMP	Reimburse Mileage	3142162020	2.12
3015	11/12	11/14/2012	3150	110712CR	MARIANNE BUMP	Reimburse Mileage	4142162020	1.50
3015	11/12	11/14/2012	3150	110712CR	MARIANNE BUMP	Reimburse Mileage	5142162020	.21
Total 3015:								
3016	11/12	11/14/2012	3160	111312	MARIANNE BUMP/PETTY CASH	Reimburse Petty Cash	0140962024	17.21
Total 3016:								
3017	11/12	11/14/2012	6804	5002930 8/1	Multnomah Falls Lodge, Inc.	LED Light Upgrade Rebate	5140562140	32.31
Total 3017:								
3018	11/12	11/14/2012	3820	10488905	Norco, INC	oxygen	0540562351	2,880.00
3018	11/12	11/14/2012	3820	10538488	Norco, INC	Cylinder Rental	0540562351	2,880.00
Total 3018:								
3019	11/12	11/14/2012	4030	110112	OHA State of Oregon	drinking water/cross connection/backflow	2140562030	79.65
3019	11/12	11/14/2012	4030	110712	OHA State of Oregon	Cert Renewal - Sheldon	2140562030	27.90
Total 3019:								
3020	11/12	11/14/2012	4070	2100327	ONE CALL CONCEPTS, INC.	locate services	5140562110	107.55
Total 3020:								
3021	11/12	11/14/2012	4080	110712	ONSTOTT & BROEHL, PC	Progress Billing for 11/12 Audit	0140162080	75.00
3021	11/12	11/14/2012	4080	110712	ONSTOTT & BROEHL, PC	Progress Billing for 11/12 Audit	0542162080	40.00
Total 3021:								
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Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
3021	11/12	11/14/2012	4080	110712	ONSTOTT & BROEHL, PC	Progress Billing for 11/12 Audit	0840562080	280.00
3021	11/12	11/14/2012	4080	110712	ONSTOTT & BROEHL, PC	Progress Billing for 11/12 Audit	2142162080	760.00
3021	11/12	11/14/2012	4080	110712	ONSTOTT & BROEHL, PC	Progress Billing for 11/12 Audit	3142162080	1,520.00
3021	11/12	11/14/2012	4080	110712	ONSTOTT & BROEHL, PC	Progress Billing for 11/12 Audit	4142162080	440.00
3021	11/12	11/14/2012	4080	110712	ONSTOTT & BROEHL, PC	Progress Billing for 11/12 Audit	5142162080	4,200.00
Total 3021:								10,000.00
3022	11/12	11/14/2012	4110	13151	OR DEPT OF FORESTRY	Fire Protection	0140162870	16.80
3022	11/12	11/14/2012	4110	13151	OR DEPT OF FORESTRY	Fire Protection	3140562870	56.13
3022	11/12	11/14/2012	4110	13151	OR DEPT OF FORESTRY	Fire Protection	5140562870	22.15
Total 3022:								95.08
3023	11/12	11/14/2012	6769	09-29-647	PARC Resources, LLC	Planning Services	0140262075	1,237.50
3023	11/12	11/14/2012	6769	10-29-672	PARC Resources, LLC	Planning Services	0140262075	292.35
3023	11/12	11/14/2012	6769	10-29-672	PARC Resources, LLC	Planning Services	0140262090	965.35
Total 3023:								2,515.20
3024	11/12	11/14/2012	4670	6115556	PORT OF CASCADE LOCKS	Bridge Tickets - PW	3140562020	30.00
Total 3024:								30.00
3025	11/12	11/14/2012	4810	5143	PRINT IT	Envelopes	0140162010	41.65
3025	11/12	11/14/2012	4810	5143	PRINT IT	Envelopes	0140262010	5.88
3025	11/12	11/14/2012	4810	5143	PRINT IT	Envelopes	0542162010	.80
3025	11/12	11/14/2012	4810	5143	PRINT IT	Envelopes	2142162010	16.70
3025	11/12	11/14/2012	4810	5143	PRINT IT	Envelopes	3142162010	16.54
3025	11/12	11/14/2012	4810	5143	PRINT IT	Envelopes	4142162010	4.93
3025	11/12	11/14/2012	4810	5143	PRINT IT	Envelopes	5142162010	72.50
Total 3025:								159.00
3026	11/12	11/14/2012	6805	0060017-IN	Pump Tech, Inc.	Pump/Installation Kit	5640563941	1,357.76
Total 3026:								1,357.76
3027	11/12	11/14/2012	5040	155	ROCKRANCH ENTERPRISES	Contract PW Super	0140262080	6.60
3027	11/12	11/14/2012	5040	155	ROCKRANCH ENTERPRISES	Contract PW Super	0140462080	85.80

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
3027	11/12	11/14/2012	5040	155	ROCKRANCH ENTERPRISES	Contract PW Super	0340562080	151.80
3027	11/12	11/14/2012	5040	155	ROCKRANCH ENTERPRISES	Contract PW Super	2140562080	244.20
3027	11/12	11/14/2012	5040	155	ROCKRANCH ENTERPRISES	Contract PW Super	3140562080	171.60
Total 3027: 660.00								
3028	11/12	11/14/2012	5160	70052	SAWTOOTH TECHNOLOGIES, LLC	Internet Service	4140662050	802.00
Total 3028: 802.00								
3029	11/12	11/14/2012	5190	164390	SEA WESTERN	Boots	0540562350	317.85
Total 3029: 317.85								
3030	11/12	11/14/2012	5270	110812CR	SHIRELLE PRICE	Reimburse Mileage	0140162020	4.65
3030	11/12	11/14/2012	5270	110812CR	SHIRELLE PRICE	Reimburse Mileage	2142162020	1.37
3030	11/12	11/14/2012	5270	110812CR	SHIRELLE PRICE	Reimburse Mileage	3142162020	.97
3030	11/12	11/14/2012	5270	110812CR	SHIRELLE PRICE	Reimburse Mileage	4142162020	.13
3030	11/12	11/14/2012	5270	110812CR	SHIRELLE PRICE	Reimburse Mileage	5142162020	3.98
Total 3030: 11.10								
3031	11/12	11/14/2012	5460	110212	Sosnikowski & Cleaveland P.C.	Attorney Fees	0140162100	317.00
3031	11/12	11/14/2012	5460	110212	Sosnikowski & Cleaveland P.C.	Attorney Fees	0140262100	77.00
3031	11/12	11/14/2012	5460	110212	Sosnikowski & Cleaveland P.C.	Attorney Fees	0542162100	10.00
3031	11/12	11/14/2012	5460	110212	Sosnikowski & Cleaveland P.C.	Attorney Fees	2142162100	106.00
3031	11/12	11/14/2012	5460	110212	Sosnikowski & Cleaveland P.C.	Attorney Fees	3142162100	177.00
3031	11/12	11/14/2012	5460	110212	Sosnikowski & Cleaveland P.C.	Attorney Fees	4142162100	26.00
3031	11/12	11/14/2012	5460	110212	Sosnikowski & Cleaveland P.C.	Attorney Fees	5142162100	517.00
Total 3031: 1,230.00								
3032	11/12	11/14/2012	5510	8023519819	STAPLES CONTRACT & COMMERCIA	Office Supplies	0140162010	41.02
3032	11/12	11/14/2012	5510	8023519819	STAPLES CONTRACT & COMMERCIA	Office Supplies	0140262010	5.18
3032	11/12	11/14/2012	5510	8023519819	STAPLES CONTRACT & COMMERCIA	Office Supplies	2142162010	14.97
3032	11/12	11/14/2012	5510	8023519819	STAPLES CONTRACT & COMMERCIA	Office Supplies	3142162010	13.39
3032	11/12	11/14/2012	5510	8023519819	STAPLES CONTRACT & COMMERCIA	Office Supplies	4142162010	4.46
3032	11/12	11/14/2012	5510	8023519819	STAPLES CONTRACT & COMMERCIA	Office Supplies	5142162010	64.92
3032	11/12	11/14/2012	5510	8023605325	STAPLES CONTRACT & COMMERCIA	Office Supplies	0140162010	8.01
3032	11/12	11/14/2012	5510	8023605325	STAPLES CONTRACT & COMMERCIA	Office Supplies	0140262010	1.01

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
3032	11/12	11/14/2012	5510	8023605325	STAPLES CONTRACT & COMMERCIA	Office Supplies	2142162010	2.92
3032	11/12	11/14/2012	5510	8023605325	STAPLES CONTRACT & COMMERCIA	Office Supplies	3142162010	2.61
3032	11/12	11/14/2012	5510	8023605325	STAPLES CONTRACT & COMMERCIA	Office Supplies	4142162010	.87
3032	11/12	11/14/2012	5510	8023605325	STAPLES CONTRACT & COMMERCIA	Office Supplies	5142162010	12.67
Total 3032:								172.03
3033	11/12	11/14/2012	5650	123357	T & R ELECTRIC SUPPLY CO.	75 KVA Three Phase Pole Mount	5141562009	3,386.00
Total 3033:								3,386.00
3034	11/12	11/14/2012	6807	3058406	Toner Cable Equipment	Connector	4140562560	127.86
Total 3034:								127.86
3035	11/12	11/14/2012	6070	828702	TWGW, INC NAPA AUTO PARTS	Switches	5140562201	17.52
3035	11/12	11/14/2012	6070	828733	TWGW, INC NAPA AUTO PARTS	Brush	0140462520	19.97
Total 3035:								37.49
3036	11/12	11/14/2012	6190	37854G-01	UNIVERSITY OF OREGON	First Quarter Billing	0840562110	4,750.00
Total 3036:								4,750.00
3037	11/12	11/14/2012	6210	799387	USA BLUEBOOK	Hose	5640563941	25.89
Total 3037:								25.89
3038	11/12	11/14/2012	6350	0220085-IN	WAGNER-SMITH EQUIPMENT	Line Guard/Blanket Clamp	5140563700	199.24
3038	11/12	11/14/2012	6350	0220085-IN	WAGNER-SMITH EQUIPMENT	Line Guard/Blanket Clamp	5140663700	199.24
Total 3038:								398.48
3039	11/12	11/14/2012	6690	110812CR	WOOSLEY, KATHY	Reimburse Mileage	0140162020	41.86
3039	11/12	11/14/2012	6690	110812CR	WOOSLEY, KATHY	Reimburse Mileage	2142162020	12.29
3039	11/12	11/14/2012	6690	110812CR	WOOSLEY, KATHY	Reimburse Mileage	3142162020	8.69
3039	11/12	11/14/2012	6690	110812CR	WOOSLEY, KATHY	Reimburse Mileage	4142162020	1.20
3039	11/12	11/14/2012	6690	110812CR	WOOSLEY, KATHY	Reimburse Mileage	5142162020	35.86

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 3039:								
3040	11/12	11/14/2012	6730	1020121980	ZCORUM INC.	Internet	4140662730	978.50
Total 3040:								
3041	11/12	11/14/2012	6740	0161347878	ZEE MEDICAL INC	First Aid Supplies	5140562770	143.47
3041	11/12	11/14/2012	6740	0161347878	ZEE MEDICAL INC	First Aid Supplies	5140662770	143.47
Total 3041:								
11141201	11/12	11/14/2012	3650	12101210	NATIONAL CABLE TELEVISION COOP.	Programming	4140562740	4,262.86 M
Total 11141201:								
11141202	11/12	11/14/2012	3650	SI-321228	NATIONAL CABLE TELEVISION COOP.	cable modems (5101RB surfboard) item	4140662562	525.42 M
Total 11141202:								
Grand Totals:								
								70,039.68



**STAFF REPORT**

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**Date Prepared:** November 19, 2012

For City Council meeting on November 26, 2012

**TO:** Hon. Mayor and City Council

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



**APPROVED BY:** N/A

**SUBJECT:** Approving the contract and scope of work with Anderson Perry and Associates for the completion of the waste water system master plan.

**SYNOPSIS:** The approved 2012-13 Budget contains \$30,000 to complete the update of the City's Waste Water Master Plan. The City went through an RFQ process in May of 2012 and staff interviewed and selected Anderson-Perry and Associates as the best qualified to do the work required by the City. The staff recommendation was reviewed with City Council and City Council directed staff to negotiate the contract and scope of work and return with an agreement for Council approval. This firm specializes and has a record of highly satisfactory work with small rural communities.

It is anticipated that this work will be completed by March 30, 2013 and that the City will then be able to come into compliance with State requirements as well as having a good idea about how to proceed in the future..

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

**OPTIONS:** The following options are available to City Council at this time.

1. Take no action on this matter.
2. Approve the agreement and scope of work as recommended.
3. Postpone action to a later date.
4. Take other action as desired by City Council.

**RECOMMENDATION:** That City Council, by motion, approve the contract and scope of work with Anderson-Perry and Associates for the update of the Waste Water System Master Plan in an amount not to exceed \$30,000 and authorize the Mayor to sign the contract.

**Benefits of this recommendation:** This action will provide the City with the opportunity to come into full compliance with the State requirements that the Waste Water System Master plan be updated and kept current. The City is currently operating under a Mutual Order and Agreement (MOA) with DEQ. An adopted master plan will also mean the City will qualify to apply for grants and loans from the State. The updated Master Plan will also provide the City with a clear set of projects or system improvements that need to be completed to improve the system. In addition, the updated Master Plan will facilitate the addition of any new or major customers to the City's system and provide the City with a preliminary idea of available alternatives, regional partnerships and different approaches.

As a result of this master plan work the City will receive a road map for the future as well as an identification of funding sources and a proposed CDBG grant application for consideration.

**Legal Review:** The City of Cascade Locks Attorney has been involved and developed the standard contract format being used for this issue.

**Financial Review:** The cost of this service will not exceed \$30,000. The funds for this Master Plan Update are included in the Waste Water Department budget.

#### **BACKGROUND INFORMATION:**

1. In order to qualify for state loans and grants the City must have an updated and current Waste Water System Master Plan and be free of the current MAO.
2. The City is currently developing a new bi-state partnership (North Bonneville, Stevenson, Wa.) in cooperation with the Gorge Commission dealing with a new and different approach to waste water.
3. Currently the City is able to operate the waste water plant at 20% of its design and construction capacity.

CITY OF CASCADE LOCKS  
WASTE WATER ENGINEERING AND PLANNING CONTRACT

DATE: \_\_\_\_\_

PARTIES:                      City of Cascade Locks                      (“City”)  
   PO Box 308  
   Cascade Locks, OR 97014

   ANDERSON PERRY & ASSOCIATES INC.                      (“Contractor”)  
   1901 N. Fir Street  
   La Grande, Oregon 97850

**RECITALS**

Contractor is being engaged to provide professional waste water planning and engineering services for the City. Contractor has been chosen by City to enter into this Contract pursuant to ORS 279 A,B,C. Ordinance 1043, .

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

1. **Contract Period.** This Contract is effective as of the date first written above. Unless extended or terminated earlier in accordance with its terms, this Contract terminates upon completion and final acceptance of the Work by the City. 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.** Contractor shall perform the work (the “Work”) as set forth in the **Scope of Work attached as Exhibit A**, which is incorporated by reference. **The Scope of Work shall include strategies suggested by the Consultant that would meet community needs, identify funding strategies, grant resources and other methods to assist the City resolve long term issues.** Contractor 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. **Project shall be completed by March 30, 2013 unless this date changed by City Council action.**
3. **Consideration**
  - a. **The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes in-house expenses, is \$30,000.** Out-sourced expenses will be reimbursed only if City has authorized the out-sourced expense by written addenda. City will not pay Contractor 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 Contractor performs Work subject to the amendment.
  - b. Contractor 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 Contractor claims reimbursement. Each invoice also shall include the total amount invoiced to date by Contractor prior to the current invoice. Before final payment is made to Contractor, Contractor shall submit the attached “Minority, Women and Small Business Activity Report.”
  - 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. Contractor understands and agrees that City’s payment of amounts due under this Contract is contingent on such funds being appropriated and authorized.
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) and Exhibit B (Required Insurance). Exhibits A and B are attached to this Contract and incorporated by this reference.
5. **Independent Contractor; Responsibility for Taxes and Withholding**

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.

#### **6. Subcontracts, Successors, and Assignments**

a. Contractor 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, Contractor 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 Contractor under this Contract. City's consent to any subcontract does not relieve Contractor 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. Contractor 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 Contractor 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. Contractor's Representations and Warranties.** Contractor represents and warrants to City that (1) Contractor 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 Contractor enforceable in accordance with its terms, (3) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor 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 Contractor's industry, trade or profession, (4) Contractor will, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work, and (5) Contractor 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.** Contractor 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 Contractor 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 Contractor'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 Contractor) publicly known; (b) is furnished by City to others without restrictions similar to those imposed by this Contract; (c) is rightfully in Contractor'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 Contractor who can be shown to have had no access to the Confidential Information.

**b. Non-Disclosure.** Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of

care that Contractor 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. Contractor 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, Contractor shall advise City immediately in the event Contractor 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 Contractor will at its expense cooperate with City in seeking injunctive or other equitable relief in the name of City or Contractor against any such person. Contractor agrees that, except as directed by City, Contractor 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, Contractor will turn over to City all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

**c. Injunctive Relief.** Contractor 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.** Contractor 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) "Contractor Intellectual Property" means any intellectual property owned by Contractor and developed independently from the Work.

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

(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 Contractor is required to deliver to City pursuant to the Work.

**b. Original Works.** All Work Product created by Contractor 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 Contractor 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," Contractor 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, Contractor shall execute further documents and instruments necessary to fully vest such rights in City. Contractor 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 Contractor under this Contract is a derivative work based on Contractor Intellectual Property, or is a compilation that includes Contractor Intellectual Property, Contractor 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 Contractor 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 Contractor under this Contract is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Contractor 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. Contractor Intellectual Property.** In the event that Work Product is Contractor Intellectual Property Contractor 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 Contractor 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, Contractor 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, Contractor 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.** Contractor may refer to the Work Product in its brochures or other literature that Contractor 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.** CONTRACTOR 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 CONTRACTOR OR ITS SUBCONTRACTORS, AGENTS OR EMPLOYEES UNDER THIS CONTRACT, EXCEPT THAT CONTRACTOR 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.** CONTRACTOR 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 CONTRACTOR OR ITS SUBCONTRACTORS, AGENTS OR EMPLOYEES IN THE PERFORMANCE OF THIS CONTRACT.

**c. CONTROL OF DEFENSE AND SETTLEMENT.** CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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.** Contractor 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 Contractor.** Contractor is in default under this Contract if:

(i) Contractor 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) Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under the Contract and Contractor 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) Contractor 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 Contractor'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 Contractor's Default.** In the event Contractor 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 Contractor 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 Contractor was not in default under Sections 13.a, then Contractor 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 Contractor any amount pursuant to the terms of this Contract, and City fails to cure the failure within thirty (30) calendar days after Contractor's notice or any longer period as Contractor 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 Contractor's notice or any longer period as Contractor may specify in the notice.

**d. Contractor'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 Contractor elects to exercise its right to terminate the Contract under Section 13.e(iii), Contractor'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 Contractor. In no event is City liable to Contractor for any expenses related to termination of this Contract or for anticipated profits. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section 14.d, Contractor 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 Contractor;

(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 Contractor, 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) Contractor is in default under Section 14.a(i) because Contractor 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) Contractor is in default under Section 14.a(ii) because Contractor no longer holds a license or certificate that is required for it to perform services under the Contract and Contractor 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) Contractor is in default under Section 13.a(iii) because Contractor 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 Contractor'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) **Contractor's Right to Terminate for Cause.** Contractor may terminate this Contract with written notice to City as provided in Sections 14.e(ii)(A) and 14.e(ii)(B) below, or at such later date as Contractor 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 Contractor any amount pursuant to the terms of this Contract, and City fails to cure such failure within thirty (30) calendar days after Contractor's notice or any longer period as Contractor 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 Contractor's notice or any longer period as Contractor may specify in the notice.

**(iv) Return of Property.** Upon termination of this Contract for any reason whatsoever, Contractor 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 Contractor 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, Contractor shall immediately cease all activities under this Contract, unless City expressly directs otherwise in the notice of termination. Upon City's request, Contractor 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.** Contractor shall maintain all financial records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in a manner that clearly documents Contractor's performance. Contractor 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 Contractor that are pertinent to this Contract, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Contractor 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.** Contractor 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. Contractor 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 Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor 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 Contractor 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 Contractor, respectively. Contractor 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.** Contractor 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 Contractor 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 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; 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. CONTRACTOR, 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.

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

Anderson Perry & Associates Inc.

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

Title: \_\_\_\_\_

Facsimile number: 541-963-5456

Federal Tax Number: 93-0640493

Oregon/State Tax Number: 0222190-D

CITY

\_\_\_\_\_  
Lance Masters

Mayor

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.

## **SCOPE OF WORK FOR WASTE WATER MASTER PLAN**

The scope of work outlined here was prepared as a result of scoping meetings and discussions between Anderson Perry & Associates Inc. and City Staff based on the RFQ approved by City Council. Phase 1 work will be completed for the City budgeted amount of \$30,000 and is designed to guide the City over the next few years in both the planning and improvements necessary to the waste water treatment system including collection.

Future Phases may be considered by the City for both City and grant funding to keep the waste water system in excellent operating condition and respond to any innovations the City may desire to make in the system. Future Phases should be considered in the annual budgeting process of the City in order to ensure full compliance with State requirements as well improve operational efficiency and to be prepared for any economic development opportunities that may arise..

### **PHASE 1 SCOPE OF SERVICES:**

Phase 1 is designed to include an engineering evaluation of the wastewater facilities and system leading to a master plan for adoption by the City Council. The primary focus will be on meeting the requirements of the Mutual Agreement and Order (MAO) with the Oregon Department of Environmental Quality (DEQ) and will include the following.

1. Wastewater treatment system capacity analysis.
2. Development of improvement alternatives for the waste water treatment facility.
3. A preliminary evaluation to determine the feasibility of innovative technologies to generate biofuels, electricity etc.
4. Collect and analyze operational history and data for the last three years.
5. Using historic data analyze the plants flow and loading capacity.

6. Identify and outline the improvements necessary to bring the waste water treatment facility into consistent compliance with the National Pollutant Discharge Elimination System (NPDES) Permit requirements and provide estimated costs to do so.
7. Provide a preliminary evaluation of the feasibility to implement innovative technologies utilizing biosolids, solid waste or septage from neighboring communities within the Gorge.
8. Provide a preliminary evaluation of the waste water collection system.
9. Develop a detailed and prioritized list of recommended improvements.
10. Prepare the proposed final draft master plan for City Council consideration including proposed grant application resources and an application for CDBG.
12. Complete Phase 1 work by March 30, 2013.

## STAFF REPORT

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**Date Prepared:** November 20, 2012

**For City Council meeting on November 26, 2012**

**TO:** Hon. Mayor and City Council

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

**APPROVED BY:** N/A

**SUBJECT:** Request to authorize the filing of a grant application with the Ford Family Foundation for development code

**SYNOPSIS:** There is a need for the City to review and change the current development code to facilitate and encourage new business in town. It is well recognized that the current development code is not effective in encouraging new business in town, and the process of getting through the requirements is too cumbersome and onerous for new businesses. Staff has had discussions with the new Downtown Revitalization Committee and the Planning Commission about these issues and has begun some work to streamline the development code to be easier to work with for new businesses.

Staff has begun an effort in partnership with the Port to look at the City's development code and process and some simple modifications are being planned now. Stan Foster, City Contract Planner has had a discussion with the Ford Family Foundation regarding a possible grant to modify and make more simple the City's current Development Code. Ford Family Foundation has indicated a willingness to provide funding for such an effort.

The grant application would be for \$5,000 from the Ford Family Foundation and the match would be \$500 in cash from the City Planning Budget and \$1,000 of in-kind staff support for the effort. The total cost of this endeavor would be \$6,500.

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

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

1. Do not approve the request to apply for the grant.
2. Approve the request for the grant.
3. Postpone action at this time.
4. Other action as City Council may desire.

**RECOMMENDATION:** That City Council, by motion, authorize staff to apply for a grant from the Ford Family Foundation in the amount of \$5,000 to make effective changes in the City development code and approve the cash and in-kind match for a total of \$6,500.

**BENEFIT TO THE CITY OF THIS RECOMMENDED ACTION:** The benefit to this action is that private foundation funds would assist in changing the current development code. The changes that would come out of this effort will make Cascade Locks easier to work with for new businesses. This would clear up current confusion in the development code and position the community to be open and receptive to new businesses.

**Legal Review:** None required at this time.

**Financial Review:** City funding for the \$500 cash match would come from the \$5,000 budgeted in the 2012-13 budget for contract planning (01-402-62075). The in-kind match, \$1,000 worth would come from a focused effort of existing staff and to assist the Planner to complete the process.

**BACKGROUND INFORMATION:**

1. The budget for the planned development code review and changes is:

**Expenses:**

5 community "Input" Meetings	\$2,000.
2 Planning Commission Meetings	2,000.
Work to modify the code	<u>2,500</u>
<b>Total:</b>	<b>\$6,500.</b>

**Revenues:**

Ford Family Foundation	\$5,000.
City of Cascade Locks "in-kind" cash	500.
City/Planning Dept. "in-kind"	<u>1,000.</u>
<b>Total:</b>	<b>\$6,500.</b>

2. The City's contract planner working with city staff would complete this project and development code update by early summer 2013.

3. It is planned that there would be 5 community meetings to get citizen "in-put" and the recommendations would flow through the Planning Commission and then to City Council for final action.

**STAFF REPORT**

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**Date Prepared:** November 20, 2012

**For City Council Meeting on: 11/26/12**

**TO:** Honorable Mayor and City Council

**PREPARED BY:** Kathy Woosley *KW*

**APPROVED BY:** Paul Koch *PK*

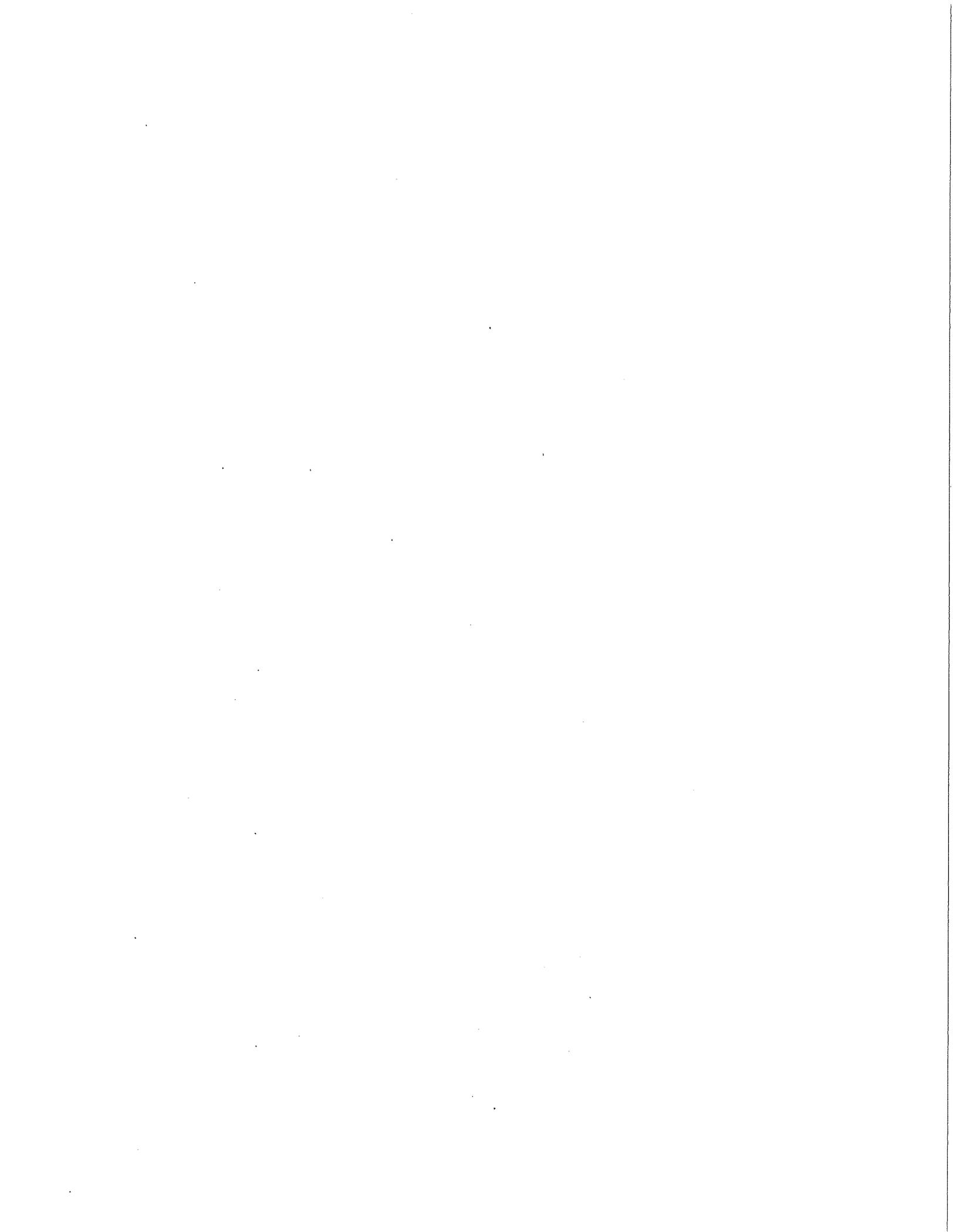
**SUBJECT:** Discussion of Cancellation of 12/24/12 City Council Meeting.

**SYNOPSIS:** The last four years Council has chosen to cancel the second regular meeting in December in observation of the holiday season. The second meeting falls on Monday, December 24, 2012 this year. Staff is looking for feedback on whether you would like to do this again.

**CITY COUNCIL OPTIONS:**

1. Cancel the second meeting in December.
2. Reschedule the second meeting in December to another night.

**RECOMMENDATION:** That City Council, by motion, cancels the December 24, 2012 Council meeting.



## STAFF REPORT

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**Date Prepared:** November 20, 2012

**For City Council meeting on November 26, 2012**

**TO:** Hon. Mayor and City Council

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



**APPROVED BY:** N/A

**SUBJECT:** Discussion of ODOT offer for Cascade Locks to take over operational jurisdiction of WaNaPa Street

**SYNOPSIS:** As a part of the grant application process to begin to make enhancements to the landscape and pavement on WaNaPa Street, ODOT has pushed heavily for the City to take over operational jurisdiction of the street. That would mean that the City would be fully responsible for the maintenance, repair, and control of the street. On November 13, City Council approved the filing of a grant application to make some improvements to WaNaPa Street and conditioned that approval on no local match (match to be paid by the State) and that discussions continue regarding the jurisdictional transfer. The local match issue may mean that the Cascade Locks application is eliminated early in the grant review process. The jurisdictional ownership issue may be linked to the grant process, but will transcend the grant process and require significant thought and discussion.

Under discussion here is WaNaPa Street from the bridge to Forest Lane. At the October JWGED meeting, ODOT reported that they actually spend \$5,000 annually for the maintenance of WaNaPa Street. We do not know the exact breakdown of the cost, so cannot tell whether that includes patching, repair, snow plowing or other services.

Staff of the Port and City, have prepared a brainstormed list of possible considerations for City Council review. Most cities that are approached by ODOT to make the jurisdictional transfer require that ODOT bring the road surface up to ODOT standards before the transfer. In some cases, ODOT has provided the money and the City has handled the work. Currently the road surface is in dis-repair, the underlying storm drain system is in need of repair, the street needs stripping and marking and there well could be other issues the street is facing that the City may have no knowledge of. The Old Fire Station has some structural problems that we think may be a result of faulting or failed storm drainage near the Old Fire Station. Staff has asked ODOT to look into this issue.

The DRC (Downtown Revitalization Committee) has strong sentiment for the City taking over jurisdiction of the street. The DRC has ideas for angle parking, bike paths and other ideas that could only be done if the City were to be fully responsible. There is also some thought that the drive way ingress and egress points might also come under City control which could make

development easier. Clearly, there are a lot of issues and this is something the City Council will want to take some time with before agreeing to do anything.

This issue comes to City Council at this time for discussion and to provide staff with some direction.

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

1. Do nothing..
2. Provide Staff with direction that Council would like to pursue.
3. Postpone action at this time.
4. Other action as City Council may desire.

**RECOMMENDATION:** That City Council discuss this issue and provide City Staff with specific direction regarding this issue.

**BENEFIT TO THE CITY OF THIS RECOMMENDED ACTION:** The following benefits would accrue to the community if the City takes over jurisdiction of WaNaPa Street.

1. The City would own and have full control of the street and all factors impacting it.
2. The City could determine its own preferred parking plan and approach.
3. The City could determine its desired approach to driveways and business entry.
4. The City could set its own policy for parking, closure for events, signage, vehicle length and weight, and other factors desired by the City and community.

**NEGATIVE FACTORS TO CONSIDER:** The following negative factors would be present for City Council consideration.

1. The cost of maintenance, repair, snow plowing chip sealing, etc.
2. The City has very little funding for any street repair and maintenance.
3. All the responsibility would belong to the City.
4. The City would have to make and live with possibly unpopular decisions.
5. At this time the City does not have any sort of ongoing repair and maintenance cost estimates. (This data is being gathered up at this time)
6. City jurisdiction may impede the City's ability to get State grants for repair.
7. The relationship with local ODOT employees would change.
8. The exact rules and conditions are not known at this time.

**Legal Review:** None required at this time. Ultimately, if the City Council selected to take jurisdiction, the Attorney would need to be involved in contract efforts.

**Financial Review:** The approved 2012-13 City Budget contains \$125,375 in the Street Fund. The expenditure of these funds is awaiting Public Works Staff completion of a quick street pavement study to determine the priority of projects to be completed next spring. (Major water system leaks and equipment failures has pushed this project off to late winter or early spring..

There is \$8,000 in the Capital Reserve Fund for streets.

**BACKGROUND INFORMATION:**

1. ODOT has been effective in getting many communities to take over jurisdiction of similar streets. In most of these situation, ODOT has either brought the roadway up to ODOT standard then turned them over to the local community or provided the money for the local community to make the repairs. ODOT has recently made such an effort in Portland and in Oregon City.
2. Some communities have turned down this offer for fear that there would be no local funding to keep the road maintained properly and no possible way to get grants.
3. The Staff of the Port and City have developed list of brainstormed ideas dealing with this concept of jurisdictional transfer. That list is attached for City Council information.

**Draft--LIST OF POSSIBLE NEGOTIATING POINTS DEALING WITH THE  
TRANSFER OF WANAPA STREET.**

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1. The current roadway, full length, is resurfaced and brought up to standards and re-striped. ODOT to provide all engineering, planning and management.
2. The streetscape improvements are installed (bulb-outs, trees, benches, planters, storm drain system and street lights) [This might be just the core area]
3. The “over cross” west of the old fire station is constructed.
4. New signs are installed.
5. A \$500,000 street maintenance fund is created by the State for City use to maintain and repair the street over time and purchase necessary equipment.
6. The City gets control of speed limits, ingress and egress decisions and parking alignment.
7. The weigh station property is used to provide large truck access to the industrial property.
8. New Marine Park entrance.

JOSEPH A. WAMPLER  
SHERIFF

JERRY BROWN  
CHIEF DEPUTY



MARITA HADDAN  
911 COMMANDER

TERRY L. BRIGHT  
CHIEF CIVIL DEPUTY

JERRY KEITH  
EXECUTIVE ASSISTANT

## CASCADE LOCKS MONTHLY REPORT October 2012

1. TOTAL CALLS FOR SERVICE: 109
2. TOTAL PRIORITY CALLS: 14
3. TOTAL NON-PRIORITY CALLS: 95
4. OFFICER INITIATED CALLS: 43
5. TOTAL CITATIONS ISSUED: 14 (3 individual cites of UTC Violation may be on each ticket)
6. TOTAL CRIMES AGAINST FAMILIES: 2
7. Total Case Numbers Issued: 13
8. Total Animal Control Calls: 5

Additional Investigative support (Detective English & Animal Control Officer Casey DePriest) was provided for Case numbers (S120914, S120925, S120930, S120940, S120956, S121006 S121007, and S121010).

Deputy Harvey worked 96 hours within the City of Cascade Locks.  
Hood River County Sheriff's Office Personnel worked an additional 74 hours within the City of Cascade Locks (Deputy Joel Carmody, Sheriff Joe Wampler, Chief Deputy Jerry Brown, Deputy Brian Rockett, R. Deputy Mike Renault, R. Deputy Christian Bagge, R. Deputy J. Linker Deputy Noel Princehouse, Deputy Brian Rockett, Sgt. Ricardo Castaneda, Deputy Chris Guertin, Deputy Pete Hughes, Deputy Rick Princehouse Deputy Marc Smith, and R. Deputy J. Becker Deputy David Stefanini).

\*The information reflected above is supported by the Hood River County Sheriff's Office Monthly Report for the City of Cascade Locks. The information in the support documents must be cleansed Per ORS 192.501 & 192.502, but is on file to support this excerpt.

Jerry Brown  
Chief Deputy

