

# CITY of CASCADE LOCKS *AGENDA*

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CITY COUNCIL MEETING, Monday, October 22, 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 October 2, 2012 Council Meeting.**
  - b. **Approval of Minutes of October 8, 2012 Council Meeting.**
  - c. **Ratification of the Bills in the Amount of \$78,846.86.**
  - d. **Approval of the Partial Payment to BKI for Service and Rate Analysis Study in the amount of \$11,187.50.**
4. **Public Hearings.**
5. **Action Items:**
  - a. **Approve Perpetual Easement with Cindilee Baseman for Public Storm Runoff.**
  - b. **Approve the Contract and Scope of Work with Tenneson Engineering for the Water System Master Plan**
  - c. **Approve IGA Between the City and the Port for the Museum**
6. **Appearance of Interested Citizens to Share a Variety of Perspectives on Issues Facing Our Community.** (Comments on matters not on the agenda or previously discussed)
7. **Reports and Presentations.**
  - a. **City Committees.**
  - b. **Financial Quarterly Report**
  - c. **ICA Koch Report (handout).**
8. **Mayor and City Council Comments.**
9. **Other matters.**
  - a. **Possible Reschedule of November 12, 2012 Council Meeting due to Veteran's Day Holiday**
10. **Executive Session per ORS 192.660(2)(e) Real Property Transactions.**
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.



Mayor Masters opened the meeting for the City of Cascade Locks at 6:04 PM. Mayor Frank Cox opened the meeting for the City of Stevenson at 6:04 PM. Mayor Don Stevens opened the meeting for the City of North Bonneville at 6:04 PM. CM's Cramblett, Holmstrom, Lorang, Storm, Helfrich and Mayor Masters were present. CM Lewis was excused. City of Stevenson CM's Mollie Thomas, Monica Masco and Mayor Frank Cox were present. City of North Bonneville CM's Charles Pace, Mike Baker, Jennifer Stratton-Pies, Patience Udall and Mayor Don Stevens were present. Also present were ICA Koch, Deputy City Recorder Megan Webb, Camera Operator Betty Rush, Kayla Carron, Casey Raeder, Shelley Pace, City of North Bonneville City Administrator John Spencer, City of Stevenson Deputy Clerk Karla Constantino, Gorge Commissioners Damon Webster, Keith Chamberlin, Bowen Blair, Gorham Blaine, Commission Counsel Jeff Litwak and Executive Director Darren Nichols and Senator Mark Thompson.

**1. Discussion and agreement on the purpose of this cooperative effort:** ICA Koch gave a brief overview of how the cities arrived at this joint council meeting. CM Pace asked if the word balance is written anywhere in the Scenic Area Act. Mr. Nichols said that the word might not be found in the act but the spirit is there. Mr. Pace asked where can the Commission achieve a balance when the mission is stated very clear in the act. Mr. Nichols said he believes that is why we are here tonight, to figure out what that means. Mayor Masters said he approaches this as there is the way the act is written and then there is the way it is perceived. He said he doesn't perceive it as a balance but more of an integration of support for communities as well as protecting natural resources. CM Udall asked where does the Gorge Commission fall into the picture. She asked if the Commission would be working with the cities or overseeing. Mayor Masters said that the way he understands some previous discussions, the cities would be working with the Gorge Commission. CM Pace said he likes the idea of the cities within the Gorge combining services but believes that could be done with or without the Gorge Commission.

Mr. Litwak said the Gorge Commission does not see themselves as an overarching body but rather a facilitator to use the umbrella of the Scenic Area Act to, in some cases, get around the state statutes. CM Pace said he believes it is essential for the success of this effort to make sure that we have a very defined mission and understand what the cities can do and what the Commission can assist with. He said that the wording of "blurring state lines" strikes him as very foolish to write down. He said "cooperate across state lines" would be a better way to word that. CM Helfrich said he would like to focus on a starting point and believes that the waste water project is a great starting point. ICA Koch thanked CM Pace for bringing these issues up as this was the purpose of this meeting. He said working with the Gorge Commissioners could possibly give us more political clout when it comes time to ask for assistance and resources.

Mayor Cox said he supports putting a group together to look at the possibility of combining the waste water and bringing their excess solids to Cascade Locks. He said he also supports looking at combining the emergency services departments and schools. CM Udall said she is concerned about moving too quickly. She said she doesn't want to see any extension of the restrictions the Gorge Commission currently has. CA Spencer said there are logistical elements that are hampered by state laws right now and this agreement with the Commission looks at working around those. He said he would recommend a consensus among the three councils for the City staffs to work on putting together a "white paper" laying out what the Gorge Commissions role could be and what effects that role might have. CM Thomas said she would like to see some tangible ideas, possibly agree to fund a small study, to see if there are truly efficiencies to be gained from combining these services.

CM Lorang asked what would some of the hurdles be to combining these services. He asked what role the Commission would play and what role would the cities have when it comes to getting over those hurdles. Mr. Nichols introduced the Commissioners and let everyone know what their day jobs are. He said the cities might feel more comfortable and understanding knowing what interest the Commissioners have in the Gorge. He said he hopes the communities see the Commissioners as more of a resource that they will

be comfortable in engaging. CM Pace said he would also like to look at the possible combinations of local Chambers of Commerce, Economic Development Councils, Ports and Counties. He said he would like to see the three cities focus on municipal services and asking staff to start working on those initiatives. Mayor Masters asked if there was anyone that disagreed with the strategy of asking the administrations for a report on how to pursue the combination of emergency services and waste water services. No one disagreed. Mayor Masters also said he would like to see one representative from each City attend the upcoming Gorge Commission meeting to ask for the support of the Commissioners. Mayor Stevens suggested that we have the staff of the three cities attend the meeting and bring any feedback back to their Councils. Mayor Masters thanked everyone for attending the meeting. He said he believes some forward movement has been made tonight.

**3. Adjournment.** Mayor Masters asked if there was any objection to adjourning. There was none. Meeting adjourned at 7:25 pm.

Prepared by  
Megan Webb, Deputy City Recorder

APPROVED:

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Lance Masters, Mayor  
City of Cascade Locks

1. **Call to Order/Pledge of Allegiance/Roll Call:** Mayor Masters called the meeting to order at 7:02 PM. CM's Holmstrom, Helfrich, Lewis, Lorang, Storm, and Mayor Masters were present. CM Cramblett was excused. Also present were Finance Officer Marianne Bump, Deputy City Recorder Megan Webb, Bruce and Virginia Fitzpatrick, Katelin Stuart, Carol Taylor, Rob Brostoff, Donna Mohr, Gyda Haight, Peter Cornelison, Brett Vanderhouval, Jim Slusher, Charlie Beck and Camera Operator Betty Rush.

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

3. **Adoption of Consent Agenda:**

a. **Approval of Minutes of September 24, 2012 Council Meeting.**

b. **Approval of Minutes of October 1, 2012 Special Council Meeting.**

c. **Ratification of the Bills in the Amount of \$ 171,267.86.**

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

4. **Public Hearings:** None

5. **Action Items:**

a. **Approve Transition Study for Electric Department Utilizing Local Government Personnel Institute.** FO Bump gave the staff report prepared by ICA Koch. She said that LGPI would help the City with the transition plan of replacing employees who will be retiring in the next year. **Motion:** CM Storm moved, seconded by CM Helfrich, to approve the proposal from LGPI to assist with the development of a transition plan for the Electric Department and looking into combining both Electric and Public Works in some fashion to create better coordination, operating efficiencies and effectiveness. Approve the LGPI Transition Plan Proposal in an amount not to exceed \$4,400 and direct staff to proceed with the work. CM Lewis asked how many employees will be retiring this year. FO Bump said one employee will be retiring in the end of January and possibly another employee will retire in June. Mayor Masters asked how much this work might cost the City if we were not a member of LGPI. FO Bump said she would expect the cost to be at least doubled if not a little bit more. The motion passed unanimously by CM's Holmstrom, Helfrich, Lewis, Lorang, Storm and Mayor Masters.

6. **Appearance of Interested Citizens to Share a Variety of Perspectives on Issues Facing Our Community:** Donna Mohr spoke as a Tourism Committee Member and as a concerned citizen. Mrs. Mohr read a letter to the Council including many concerns she has. It also included her resignation from the Tourism Committee. (See exhibit A for her letter)

Gyda Haight spoke about her concerns with the budget. She said she is concerned with peoples views about the CGRA. She said she was concerned about the \$8,000 budgeted for CGRA being cut to \$4,000.

Katelin Stuart spoke about her concern with coal trains. Miss Sturart said she is concerned with the fact that Cascade Locks is the only community that has not signed anything against the coal trains.

Carol Taylor spoke about her concerns with the coal trains. Ms. Taylor said she is concerned about the health consequences and the negative implications that will stop the growth of our town and the Gorge.

7. **Reports and Presentations:**

a. **City Committees.** none

b. **Friends of the Gorge - Peter Cornelison and Brett Vanderhouval with Columbia River Keepers.** Mr. Cornelison gave a power point presentation explaining the Friends of the Gorge's concerns with the coal trains traveling through the Gorge. He spoke about the impact to the community and businesses from the increased train traffic. Mr. Vanderhouval spoke about the concerns that his company has with the coal trains as well as the proposed coal barges. He said there is nothing that a City can do to stop trains from coming through,

that decision is made at a federal level. He said what a City could do is ask questions by form of a resolution, write letters to elected officials and ask for studies looking at traffic impact.

CM Storm asked what the impact from the barges would be. Mr. Vanderhouval said there would be a 100% increase of barges at Bonneville Dam. He said this is just the beginning and when they expand there would be even more barge tows a day. Mayor Masters asked what would happen to the coal if it did not travel through the Gorge. He asked what would happen if the price of coal went up. Mr. Cornelison said that would be good for everyone because coal burning would be reduced. CM Helfrich asked what the River Keepers philosophy of barge traffic on the river was. Mr. Vanderhouval said barges and trains are both very efficient means of transportation and they are supportive of both. He said its better to have less truck traffic and lower carbon. He said that coal barges and coal trains are a whole other problem.

**c. Mid Columbia Community Action Council Presentation - Jim Slusher.** Mr. Slusher gave a power point presentation about MCCAC's 10 year plan to end homelessness. He said the plan is something that needed to be done to help MCCAC apply for grants and assistance. He said they would like to work on getting a contact person from Cascade Locks to help MCCAC with information gathering.

**d. Presentation from Charlie Beck on the Renewal of the Bond Levy.** Mr. Beck gave a power point presentation explaining the Local Option Bond Levy that will be on the upcoming ballot. He said this is not a new bond levy, just a renewal of the current one.

**e. ICA Koch Report.** Mayor Masters gave ICA Koch's staff report. He said after the joint three City Council meeting, the decision was made for the three City Administrators to put together a proposal of how to work together as communities with our Emergency Services and Waster Water programs.

Mayor Masters said City Council authorized the temporary appointment of two employees. He said ICA Koch plans to have those filled by the end of the week. He said final recommendations to fill the two full time positions should be before Council by November 12, 2012.

Mayor Masters said ICA Koch has made plans for a community meet and greet with the four City Administrator finalists on Friday October 26th and final interview panels will be held on Saturday October 27th. He said formal background checks have been started on each of the four finalists and will be completed by October 26th. Mayor Masters said Kayla Carron has agreed to organize the community meet and greet.

Mayor Masters said the consultants of the Electrical Rate Study will be meeting with staff on October 29th at 2:30PM to give an update on the project. At 5PM there will be a community coffee meeting at City Hall to learn more about the project and allow for community members to ask questions.

Mayor Masters said ICA Koch is planning a meeting with staff and the planning consultant along with Port staff to review the development review process. He said the plan is to make the process easier and more efficient for both developers and staff.

Mayor Masters said the City has been working with ODOT to consider making improvements to the Downtown area. He said ODOT has already worked on a preliminary concept including the paving of WaNaPa, new streetlights, new sidewalk and benches. He said once the grant application is complete it will be brought to City Council for approval.

**8. Mayor and City Council Comments:** CM Helfrich commented on the charging station being installed. He said he attended the Volunteer BBQ and wanted to thank everyone for organizing that.

CM Holmstrom said the charging station looks really good. He said we are maybe the only community so close to both railroad lines and he is concerned with the coal trains. CM Holmstrom asked about the comment made earlier about CGRA funds being cut in half. He said he doesn't believe that to be true.

CM Lorang said the charging station looked great and he is very excited to see it here in town.

Minutes  
City Council  
October 8, 2012

CM Storm thanked Donna Mohr for her years of service to the Tourism Committee.

Mayor Masters also thanked Donna Mohr for her service to the Tourism Committee. He said he wanted to address the comment that was made saying no improvements have been made to the community. He said there have been a number of positive steps that have been made in the last year. He said we have invested in our infrastructure, re-casted a troublesome budget, rebuilt the fire department and started to take a comprehensive approach to economic development. He said those are just a few steps that have been made. He said it is a very good sign that we have a charging station here in town. Mayor Masters said he was pleased to attend the thank you BBQ for the volunteers.

9. **Other matters:** None.

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

11. **Adjournment: Motion:** CM Helfrich moved, seconded by CM Lorang, to adjourn. The motion was passed unanimously by CM's Holmstrom, Lewis, Lorang, Storm, Helfrich and Mayor Masters. The meeting was adjourned at 9:00 PM.

Prepared by  
Megan Webb, Deputy City Recorder

APPROVED:

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Lance Masters, Mayor



BLANKET VOUCHER APPROVAL

PAGE NO.

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DEPARTMENT: CITY OF CASCADE LOCKS  
COVER SHEET AND SUMMARY

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DATE:	DESCRIPTION:	AMOUNT:
10/5/2012	Gross Payroll	\$ 41,712.41
10/15/2012	Mid Month AP Check Run	\$ 37,134.45

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GRAND TOTAL \$ 78,846.86

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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
2897	10/12	10/15/2012	20	15821	ADDYLAB	Water Sample Testing	2140562150	45.00
Total 2897:								
2898	10/12	10/15/2012	180	088012	ASIFLEX	Admin Fees	5140562110	3.75
Total 2898:								
2899	10/12	10/15/2012	430	9579	BONNEY ELECTRIC	Check plug, repair	0140462110	79.00
Total 2899:								
2900	10/12	10/15/2012	4910	100041905D	Bryon& Afton Murphy	Refund Deposit	5121130	219.07
Total 2900:								
2901	10/12	10/15/2012	580	101512	CARR, SHIRLEY	Brochure Delivery	0840562101	1,000.00
Total 2901:								
2902	10/12	10/15/2012	610	578438	CASCADE COLUMBIA DISTRIBUTION	Chlorine	2140562650	335.00
Total 2902:								
2903	10/12	10/15/2012	670	10/12 UBS	CASCADE LOCKS LIGHT CO.	City Utilities	0140162551	70.06
2903	10/12	10/15/2012	670	10/12 UBS	CASCADE LOCKS LIGHT CO.	City Utilities	0140462551	349.09
2903	10/12	10/15/2012	670	10/12 UBS	CASCADE LOCKS LIGHT CO.	City Utilities	0540562439	585.17
2903	10/12	10/15/2012	670	10/12 UBS	CASCADE LOCKS LIGHT CO.	City Utilities	0840562071	28.80
2903	10/12	10/15/2012	670	10/12 UBS	CASCADE LOCKS LIGHT CO.	City Utilities	1740562551	21.30
2903	10/12	10/15/2012	670	10/12 UBS	CASCADE LOCKS LIGHT CO.	City Utilities	2140562070	2,033.31
2903	10/12	10/15/2012	670	10/12 UBS	CASCADE LOCKS LIGHT CO.	City Utilities	2142162071	87.10
2903	10/12	10/15/2012	670	10/12 UBS	CASCADE LOCKS LIGHT CO.	City Utilities	3140562070	2,047.54
2903	10/12	10/15/2012	670	10/12 UBS	CASCADE LOCKS LIGHT CO.	City Utilities	4142162071	135.56
2903	10/12	10/15/2012	670	10/12 UBS	CASCADE LOCKS LIGHT CO.	City Utilities	5140562800	21.30
2903	10/12	10/15/2012	670	10/12 UBS	CASCADE LOCKS LIGHT CO.	City Utilities	5142162071	130.65
2903	10/12	10/15/2012	670	SSS 10/12	CASCADE LOCKS LIGHT CO.	Senior Sewer Subsidy	0140862025	204.30

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<b>Total 2903:</b>								
2904	10/12	10/15/2012	740	45054	CASELLE, INC.	November Support	0140162082	5,714.18
2904	10/12	10/15/2012	740	45054	CASELLE, INC.	November Support	0340562082	129.00
2904	10/12	10/15/2012	740	45054	CASELLE, INC.	November Support	0540562082	32.00
2904	10/12	10/15/2012	740	45054	CASELLE, INC.	November Support	2140562082	27.00
2904	10/12	10/15/2012	740	45054	CASELLE, INC.	November Support	3140562082	231.00
2904	10/12	10/15/2012	740	45054	CASELLE, INC.	November Support	4140562082	205.00
2904	10/12	10/15/2012	740	45054	CASELLE, INC.	November Support	5140562082	59.00
2904	10/12	10/15/2012	740	45054	CASELLE, INC.	November Support	5140662082	32.00
2904	10/12	10/15/2012	740	45054	CASELLE, INC.	November Support	5140662082	404.00
2904	10/12	10/15/2012	740	45054	CASELLE, INC.	November Support	5140662082	66.00
<b>Total 2904:</b>								
2905	10/12	10/15/2012	1120	A18473	COLUMBIA HARDWARE, LLC	PVC and Coupling	4140562560	1,185.00
2905	10/12	10/15/2012	1120	A19323	COLUMBIA HARDWARE, LLC	Keys	0140462520	16.27
2905	10/12	10/15/2012	1120	A19744	COLUMBIA HARDWARE, LLC	Readymix	1740562519	11.94
2905	10/12	10/15/2012	1120	A20082	COLUMBIA HARDWARE, LLC	Linert, roller cover, containers	0140462520	34.23
2905	10/12	10/15/2012	1120	B22412	COLUMBIA HARDWARE, LLC	PVC	2140562560	15.61
2905	10/12	10/15/2012	1120	B22412	COLUMBIA HARDWARE, LLC	PVC	3140562560	41.75
2905	10/12	10/15/2012	1120	B24078	COLUMBIA HARDWARE, LLC	Shelving Material	0140462520	41.74
2905	10/12	10/15/2012	1120	B24254	COLUMBIA HARDWARE, LLC	Bolt, Readymix	1740562519	12.28
2905	10/12	10/15/2012	1120	B24254	COLUMBIA HARDWARE, LLC	Bolt, Readymix	1740562519	9.68
<b>Total 2905:</b>								
2906	10/12	10/15/2012	6763	S616009.001	Consolidated Supply Co.	Repair cplg	2140562560	183.50
<b>Total 2906:</b>								
2907	10/12	10/15/2012	1260	2013	COSTCO WHOLESALE MEMBER	Membership renewal	0121010	177.00
<b>Total 2907:</b>								
2908	10/12	10/15/2012	1620	1900	EFFICIENCY SERVICES GROUP, LLC	Admin Fees	5140562139	275.00
<b>Total 2908:</b>								
2909	10/12	10/15/2012	2420	092712	HOOD RIVER CO. - FINANCE	Dog License	0121011	750.00
2909	10/12	10/15/2012	2420	092712	HOOD RIVER CO. - FINANCE	Dog License	0130143280	275.00
<b>Total 2909:</b>								
<b>Total 2909:</b>								
<b>Total 2909:</b>								

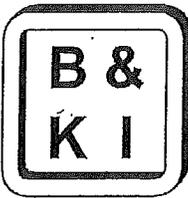
Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
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2909	10/12	10/15/2012	2420	101112	HOOD RIVER CO. - FINANCE	Dog License	0130143280	.50-
2909	10/12	10/15/2012	2420	29118	HOOD RIVER CO. - FINANCE	Hassalo Vacation	0940562110	157.00
2909	10/12	10/15/2012	2420	6396	HOOD RIVER CO. - FINANCE	Sept Deputy Service	0141962250	7,261.00
Total 2909:								
2910	10/12	10/15/2012	2570	0009121029	HOOD RIVER NEWS	LU12-003 Notice	0140262030	7,455.50
2910	10/12	10/15/2012	2570	091912	HOOD RIVER NEWS	Surplus Sale Ad	0140162030	100.00
2910	10/12	10/15/2012	2570	091912	HOOD RIVER NEWS	Surplus Sale Ad	0140262030	11.00
2910	10/12	10/15/2012	2570	091912	HOOD RIVER NEWS	Surplus Sale Ad	2142162030	10.00
2910	10/12	10/15/2012	2570	091912	HOOD RIVER NEWS	Surplus Sale Ad	3142162030	3.00
2910	10/12	10/15/2012	2570	091912	HOOD RIVER NEWS	Surplus Sale Ad	4142162030	2.00
2910	10/12	10/15/2012	2570	091912	HOOD RIVER NEWS	Surplus Sale Ad	5142162030	1.00
2910	10/12	10/15/2012	2570	091912	HOOD RIVER NEWS	Surplus Sale Ad	5142162030	8.00
Total 2910:								
2911	10/12	10/15/2012	2970	100612	Koch Consulting, INC.	Interim CA Services	0140162093	135.00
2911	10/12	10/15/2012	2970	100612	Koch Consulting, INC.	Interim CA Services	0140162093	89.04
2911	10/12	10/15/2012	2970	100612	Koch Consulting, INC.	Interim CA Services	0140262093	27.50
2911	10/12	10/15/2012	2970	100612	Koch Consulting, INC.	Interim CA Services	0340562093	27.50
2911	10/12	10/15/2012	2970	100612	Koch Consulting, INC.	Interim CA Services	0542162093	25.85
2911	10/12	10/15/2012	2970	100612	Koch Consulting, INC.	Interim CA Services	2142162093	66.77
2911	10/12	10/15/2012	2970	100612	Koch Consulting, INC.	Interim CA Services	3142162093	65.94
2911	10/12	10/15/2012	2970	100612	Koch Consulting, INC.	Interim CA Services	4142162093	45.54
2911	10/12	10/15/2012	2970	100612	Koch Consulting, INC.	Interim CA Services	5142162093	202.80
2911	10/12	10/15/2012	2970	101512	Koch Consulting, INC.	Interim CA Services	0140162093	404.75
2911	10/12	10/15/2012	2970	101512	Koch Consulting, INC.	Interim CA Services	0140262093	125.00
2911	10/12	10/15/2012	2970	101512	Koch Consulting, INC.	Interim CA Services	0340562093	125.00
2911	10/12	10/15/2012	2970	101512	Koch Consulting, INC.	Interim CA Services	0542162093	117.50
2911	10/12	10/15/2012	2970	101512	Koch Consulting, INC.	Interim CA Services	2142162093	299.00
2911	10/12	10/15/2012	2970	101512	Koch Consulting, INC.	Interim CA Services	3142162093	299.75
2911	10/12	10/15/2012	2970	101512	Koch Consulting, INC.	Interim CA Services	4142162093	207.00
2911	10/12	10/15/2012	2970	101512	Koch Consulting, INC.	Interim CA Services	5142162093	922.00
Total 2911:								
2912	10/12	10/15/2012	3160	101112	MARIANNE BUMP/PETTY CASH	Reimburse Petty Cash	0140962024	5.00
2912	10/12	10/15/2012	3160	101112	MARIANNE BUMP/PETTY CASH	Reimburse Petty Cash	5142162055	8.77
2912	10/12	10/15/2012	3160	101112	MARIANNE BUMP/PETTY CASH	Reimburse Petty Cash	5640563941	43.24

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
<b>Total 2912:</b>								
2913	10/12	10/15/2012	3490	96-01-01 10/	MID-COLUMBIA ECONOMIC	Loan 96-01-01	4640562711	57.01
2913	10/12	10/15/2012	3490	96-01-01 10/	MID-COLUMBIA ECONOMIC	Loan 96-01-01	4640562712	1,187.19
2913	10/12	10/15/2012	3490	96-01-02 10/	MID-COLUMBIA ECONOMIC	Loan 96-01-02	4640562711	331.49
2913	10/12	10/15/2012	3490	96-01-02 10/	MID-COLUMBIA ECONOMIC	Loan 96-01-02	4640562712	960.12
<b>Total 2913:</b>								
2914	10/12	10/15/2012	4070	2090326	ONE CALL CONCEPTS, INC.	locate services	5140562110	2,784.24
<b>Total 2914:</b>								
2915	10/12	10/15/2012	5160	68919	SAWTOOTH TECHNOLOGIES, LLC	Internet Service	4140662050	11.55
<b>Total 2915:</b>								
2916	10/12	10/15/2012	5190	163531	SEA WESTERN	Name Plates	0540562350	802.00
<b>Total 2916:</b>								
2917	10/12	10/15/2012	5460	083012	Sosnkowski & Cleaveland P.C.	Attorney Fees	0140162100	210.99
2917	10/12	10/15/2012	5460	083012	Sosnkowski & Cleaveland P.C.	Attorney Fees	0140262100	398.00
2917	10/12	10/15/2012	5460	083012	Sosnkowski & Cleaveland P.C.	Attorney Fees	0542162100	97.00
2917	10/12	10/15/2012	5460	083012	Sosnkowski & Cleaveland P.C.	Attorney Fees	2142162100	12.00
2917	10/12	10/15/2012	5460	083012	Sosnkowski & Cleaveland P.C.	Attorney Fees	3142162100	132.00
2917	10/12	10/15/2012	5460	083012	Sosnkowski & Cleaveland P.C.	Attorney Fees	4142162100	222.00
2917	10/12	10/15/2012	5460	083012	Sosnkowski & Cleaveland P.C.	Attorney Fees	5142162100	32.00
2917	10/12	10/15/2012	5460	083012	Sosnkowski & Cleaveland P.C.	Attorney Fees	0140162100	646.50
2917	10/12	10/15/2012	5460	083012	Sosnkowski & Cleaveland P.C.	Attorney Fees	0140262100	340.00
2917	10/12	10/15/2012	5460	083012	Sosnkowski & Cleaveland P.C.	Attorney Fees	0542162100	82.00
2917	10/12	10/15/2012	5460	083012	Sosnkowski & Cleaveland P.C.	Attorney Fees	2142162100	10.00
2917	10/12	10/15/2012	5460	083012	Sosnkowski & Cleaveland P.C.	Attorney Fees	3142162100	112.00
2917	10/12	10/15/2012	5460	083012	Sosnkowski & Cleaveland P.C.	Attorney Fees	4142162100	188.00
2917	10/12	10/15/2012	5460	083012	Sosnkowski & Cleaveland P.C.	Attorney Fees	5142162100	27.00
<b>Total 2917:</b>								
2918	10/12	10/15/2012	4910	100042611D	Tori Knebel	Refund Deposit	5121130	548.90
<b>Total 2918:</b>								
								2,847.40
								34.67

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 2918:								
2919	10/12	10/15/2012	6070	825121	TWGW, INC NAPA AUTO PARTS	Hyd Filters	5140662201	34.67
2919	10/12	10/15/2012	6070	825156	TWGW, INC NAPA AUTO PARTS	Rubber	5140662201	137.44
2919	10/12	10/15/2012	6070	825942	TWGW, INC NAPA AUTO PARTS	Screws, wrench	5140662201	3.99
2919	10/12	10/15/2012	6070	826134	TWGW, INC NAPA AUTO PARTS	Pliers	5140663690	18.55
Total 2919:								
2920	10/12	10/15/2012	6320	0020789-IN	VIVID LEARNING SYSTEMS	Online Seats	5140562020	172.57
2920	10/12	10/15/2012	6320	0020789-IN	VIVID LEARNING SYSTEMS	Online Seats	5140662020	537.60
Total 2920:								
2921	10/12	10/15/2012	6730	920121980	ZCORUM INC.	Internet	4140662730	358.40
Total 2921:								
10151201	10/12	10/15/2012	6090	9/12	U S BANK CC	Timer	0140162010	896.00
10151201	10/12	10/15/2012	6090	9/12	U S BANK CC	Battery	0140162010	5.73
10151201	10/12	10/15/2012	6090	9/12	U S BANK CC	OMFOA Dues	0140162030	11.42
10151201	10/12	10/15/2012	6090	9/12	U S BANK CC	Timer	0140262010	30.29
10151201	10/12	10/15/2012	6090	9/12	U S BANK CC	Battery	0140262010	.81
10151201	10/12	10/15/2012	6090	9/12	U S BANK CC	OMFOA Dues	0140262030	1.61
10151201	10/12	10/15/2012	6090	9/12	U S BANK CC	FD Data Plan	0540562050	28.29
10151201	10/12	10/15/2012	6090	9/12	U S BANK CC	FD Computer Equip	0540562082	30.00
10151201	10/12	10/15/2012	6090	9/12	U S BANK CC	KVM Switch FD	0540562082	419.30
10151201	10/12	10/15/2012	6090	9/12	U S BANK CC	locks	0540562440	39.25
10151201	10/12	10/15/2012	6090	9/12	U S BANK CC	Misc Supplies	0540562440	13.48
10151201	10/12	10/15/2012	6090	9/12	U S BANK CC	Timer	0542162010	125.42
10151201	10/12	10/15/2012	6090	9/12	U S BANK CC	Battery	0542162010	.11
10151201	10/12	10/15/2012	6090	9/12	U S BANK CC	Rivet Buster	2140562560	.22
10151201	10/12	10/15/2012	6090	9/12	U S BANK CC	Timer	2142162010	564.98
10151201	10/12	10/15/2012	6090	9/12	U S BANK CC	Battery	2142162010	2.30
10151201	10/12	10/15/2012	6090	9/12	U S BANK CC	OMFOA Dues	2142162030	4.58
10151201	10/12	10/15/2012	6090	9/12	U S BANK CC	Rivet Buster	3140562560	8.13
10151201	10/12	10/15/2012	6090	9/12	U S BANK CC	Timer	3142162010	564.97
10151201	10/12	10/15/2012	6090	9/12	U S BANK CC	Battery	3142162010	2.28
10151201	10/12	10/15/2012	6090	9/12	U S BANK CC	OMFOA Dues	3142162030	4.54
10151201	10/12	10/15/2012	6090	9/12	U S BANK CC	OMFOA Dues	3142162030	7.08

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
10151201	10/12	10/15/2012	6090	9/12	U S BANK CC	Timer	4142162010	.68 M
10151201	10/12	10/15/2012	6090	9/12	U S BANK CC	Battery	4142162010	1.35 M
10151201	10/12	10/15/2012	6090	9/12	U S BANK CC	OMFOA Dues	4142162030	3.04 M
10151201	10/12	10/15/2012	6090	9/12	U S BANK CC	Misc Parts	5140662770	174.86 M
10151201	10/12	10/15/2012	6090	9/12	U S BANK CC	Timer	5142162010	9.99 M
10151201	10/12	10/15/2012	6090	9/12	U S BANK CC	Battery	5142162010	19.89 M
10151201	10/12	10/15/2012	6090	9/12	U S BANK CC	OMFOA Dues	5142162030	23.17 M
10151201	10/12	10/15/2012	6090	9/12	U S BANK CC	Microphones	5640563941	766.47 M
10151201	10/12	10/15/2012	6090	9/12	U S BANK CC	Cameras	5640563941	256.00 M
10151201	10/12	10/15/2012	6090	9/12	U S BANK CC	Channel Mixer	5640563941	44.99 M
10151201	10/12	10/15/2012	6090	9/12	U S BANK CC	Cameras	5640563941	428.07 M
Total 10151201:								3,593.30
10151202	10/12	10/15/2012	3650	12090213	NATIONAL CABLE TELEVISION COOP.	Programming	4140562740	4,167.28 M
Total 10151202:								4,167.28
Grand Totals:								37,134.45





# Brown & Kysar, Inc.

## Engineering & Consulting

City of Cascade Locks Electrical Department  
 Mr. Tracy Hupp, Line Superintendent  
 PO Box 308  
 Cascade Locks, OR 97014

Invoice number: 4611  
 Date: 10/01/2012

Project: CL12-001 Cost of Service and Rate  
 Analysis Study

Professional services through 09/20/2012

**Invoice**

Description	Current Billed
Cost of Service Analysis	11,187.50
<b>Total</b>	<b>11,187.50</b>

**Professional Fees**

	Hours	Rate	Billed Amount
Principal	12.50	140.00	1,750.00
Consultant III (Senior)	75.50	125.00	9,437.50
<b>Professional Fees subtotal</b>	<b>88.00</b>		<b>11,187.50</b>

Invoice total **11,187.50**

*Paul PIC  
 TO City Council*



**STAFF REPORT**

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**Date Prepared:** October 10, 2012

**For City Council meeting on October 22, 2012**

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

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



**APPROVED BY:** N/A

**SUBJECT:** Approving perpetual easement with Cindilee Baseman for public storm runoff

**SYNOPSIS:** For a number of years, the City has been using a portion of the property owned by Cindilee Basemen for public storm water runoff. Lacking in the situation was evidence of an original agreement and or written understanding with Ms. Basemen that would document the arrangement. The original agreement with Ms. Basemen indicated that the City would include the driveway to her home in the snow removal program. This is complicated by the fact that Ms. Baseman is reported to have moved since the reported original agreement was stipulated. However, she still owns land over which storm water runs across on its way to a ditch.

This matter has been reviewed, worked on and talked about, but has never been resolved over the past 3-4 years. This issue comes to City Council for formal action at this time.

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

1. Take no action.
2. Approve the action as recommended in the Staff Report.
3. Postpone action to a later date.
4. Take other action as desired by City Council.

**RECOMMENDATION:** That City Council, by motion, approve the Perpetual Easement for community storm water runoff and authorize the placement of Ms. Basemen's driveway on the annual snow removal program. Authorize the City Administrator to sign the easement.

**Benefits of this recommendation:** By approving this recommended action the City will finally solve this issue and gain the formal agreement that has been lacking in all of the discussions over

the past few years. The City gets an agreement over the use of private property for water runoff in exchange for removing the snow from the property owner's driveway.

**Legal Review:** The City of Cascade Locks Attorney has been involved in this issue and has prepared the Perpetual Easement document.

**Financial Review:** The cost to the City is very minimal and involves the removal of snow when it occurs.

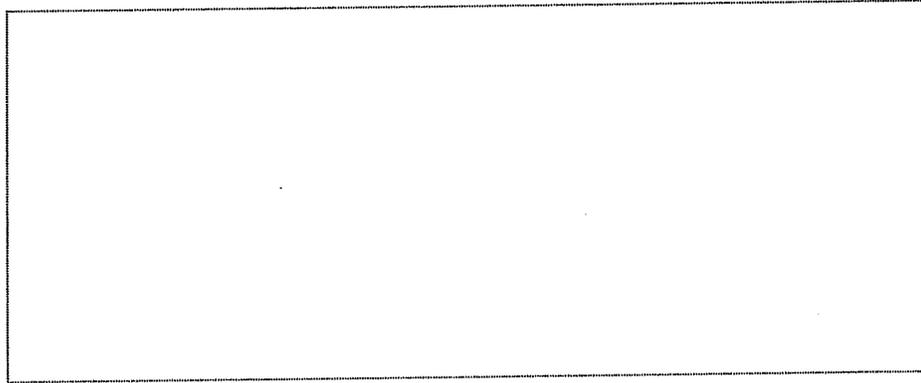
#### **BACKGROUND INFORMATION:**

1. A copy of the proposed Perpetual Easement is attached for City Council information.
2. This issue has been around since 1998 and worked on by different people. This action brings the entire issue to a close and delivers to the City a Perpetual Easement for water runoff.

AFTER RECORDING, RETURN TO:

CITY OF CASCADE LOCKS  
P.O. BOX 308  
CASCADE LOCKS, OR 97014

*This Box For Hood River County Recording Use Only*



**PERPETUAL EASEMENT**  
**(Public Utility Easement)**

CINDILEE E. BASEMAN (GRANTOR), grants to the City of Cascade Locks, a municipal corporation of the State of Oregon, a perpetual easement for public storm water runoff purposes on, over and under the following described real property situated in Hood River County, Oregon:

Parcel 3 of Partition Plat No. 9806 filed February 20, 1998, being a portion of Lot 5, DIVISION 1, in Sections 6 and 7, Township 2 North, Range 8 East of the Willamette Meridian, in the City of Cascade Locks, County of Hood River and State of Oregon.

The easement property shall only be used for **public storm water runoff purposes**.

**EASEMENT TERMS AND CONDITIONS**

1. The easement shall be fifteen (15) feet in width centered on the existing storm drainage ditch and/or pipe running across the above-described real property starting at a point approximately forty-one (41) feet South of the NorthEast corner and continuing to a point approximately twenty-eight (28) feet South of the NorthWest corner of the above described real property. The purpose of the easement is for the City of Cascade Locks to operate, inspect, maintain, repair and reconstruct facilities now and in the future related to the purposes stated above. This may include one or more pipelines, vaults, power lines, telemetry lines and any other appurtenances necessary for the purposes stated above.
2. The City of Cascade Locks, its employees, agents, contractors, and invitees shall have access to and the right to enter the easement property at any time for the purposes of the easement.
3. The surface of the easement property shall be restored by the City of Cascade Locks within a reasonable time after completion of any work in the easement to substantially the same condition as the surface of the easement was prior to the work. The City of Cascade Locks is not obligated to restore uses inconsistent with Paragraph 4 or 5 of

this easement. GRANTOR shall otherwise be responsible to maintain the surface of the easement property.

4. GRANTOR shall not place or allow to remain on or in the easement property trees of any size, shrubs or bushes over four feet in height, permanent structures, decorative garden or yard structures or statues unless transportable by one person, walls, irrigations systems controls or piping, or stored piles of any materials. Property line or decorative fencing, subject to land use and building permit requirements, are permitted but shall be removed by the City of Cascade Locks as necessary for the purposes of this easement with GRANTOR responsible for reinstallation. Grass, bark mulch, normal annual plantings and similar items are permitted and shall be restored by the City if disturbed in exercise of the easement privileges.
5. Unless having received the prior written consent of the City of Cascade Locks, GRANTOR shall not use or allow the easement property to be used in any manner not permitted by paragraph 4, including but not limited to the obligation to keep the easement property open, accessible and passable at all times and making grade changes in excess of one (1) foot in elevation. GRANTOR shall protect the City of Cascade Locks' facilities in such manner as reasonably specified in the written consent. GRANTOR shall notify the City of Cascade Locks at least seventy-two (72) hours prior to the commencement of any construction work within the easement property specifying the details of the work.
6. Within the easement property, GRANTOR shall not store, use, manufacture, dispose of nor allow migration onto the easement property any materials that are hazardous or constitute a public health hazard as defined by law.
7. GRANTOR warrants that 1) GRANTOR has marketable title to the easement property, 2) the City of Cascade Locks may peaceably enjoy the rights and benefits of this easement, 3) there are no other interests in the property which conflict with the City's intended use of this easement, 4) the easement property is free of encumbrances except those of which GRANTOR has notified the City of Cascade Locks, and 5) GRANTOR has the unrestricted right to grant this easement without additional consent or permission.
8. This easement shall bind and inure to the benefit of the immediate parties and their respective heirs, executors, administrators, successors, and assigns.
9. To the extent allowed by law, the City of Cascade Locks shall indemnify, hold harmless and defend GRANTOR from all claims arising out of the City's use of the easement property. To the extent allowed by law, GRANTOR shall indemnify, hold harmless and defend the City and its employees, agents, contractors and invitees from all claims not arising out of the City's use of the easement property.
10. In consideration for this easement, City of Cascade Locks agrees to place GRANTOR'S driveway accessing her residence located at 35 NE Eva Lane, Cascade Locks, Oregon on the City of Cascade Locks snowplow route. The obligation to plow shall continue for so long as GRANTOR resides at that residence and for so long as the City of Cascade Locks maintains plowing operations within the City. This easement for City of Cascade Locks' use of the land for storm water runoff purposes

is perpetual; thus, it shall survive and run with the land after the obligation to plow ends.

GRANTOR

\_\_\_\_\_  
Cindilee E. Baseman

STATE OF OREGON            )  
  ) ss.  
County of Hood River        )

This instrument was acknowledged before me on  
\_\_\_\_\_, by CINDILEE E. BASEMAN.

Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

ACCEPTED BY THE CITY OF CASCADE LOCKS

\_\_\_\_\_  
City Administrator

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

FILED  
RECORDS AND ASSESSMENT  
DEPARTMENT  
Hood River, OR

Feb 20 12 47 PM '98

PARTITION PLAT NO. 7806

Prepared and recorded on this 20 day of FEB in 1998 at 12:47 PM

Hood River County Director of Records and Assessments

**SURVEYS CERTIFICATE**

I, Anthony C. Klein, being first duly sworn, depose and say that I have personally surveyed and marked with proper monuments the lands represented on the Partition Plat, the boundaries of which were deposited a true and correct copy of the same in the office of the County Recorder, to wit: Hood River County Recorder, to wit: C. E. Swanson.

ANTHONY C. KLEIN PLS 932

**ACKNOWLEDGEMENTS**

The owners of the land shown hereon, hereby declare that this section of land has been made with our free consent and in accordance with our district.

Mark C. Baseman 2/5/98  
Cindy E. Baseman 2/5/98  
Date  
Mark C. Baseman  
Cindy E. Baseman  
Wife

STATE OF OREGON  
COUNTY OF HOOD RIVER

Subscribed and sworn to before me on this 20 day of February, 1998

My Comm. Expires 02/28/2001  
Notary Public for the State of Oregon  
By Commission Expires 02/28/2001

APPROVALS  
Hood River County Director of Records and Assessments  
Date: 02/20/98

I hereby certify that all taxes and assessments due thereon have been fully paid as required by law.

Richard S. Arnold  
Hood River County Director of Budget and Finance

I hereby certify this partition was examined and approved as of this 20 day of February, 1998

Richard S. Arnold  
Hood River County Surveyor

I hereby certify this partition was examined and approved as of this 20 day of February, 1998  
Mark C. Baseman  
Cindy E. Baseman  
City of Hood River Planning Director

# 98005



Scale 1" = 60 ft

SCALE IN FEET  
BASIS OF BEARING  
EAST LINE LOT 5  
AS PER CS #86038

**NARRATIVE OF SURVEY**  
THE PURPOSE OF THIS SURVEY WAS TO DIVIDE PARTITION PLAT 9704 PARCELS 1 & 2 INTO THREE SEPARATE PARCELS AS SHOWN ON THIS SURVEY. THE SURVEY APPROXIMATELY FOLLOWS THE APPROXIMATE ELEVATION OF STRUCTURE HEIGHT. ALL MONUMENTS FOUND AND ESTABLISHED ALONG WITH MEASURED BEARINGS AND DISTANCES ARE SHOWN HEREIN.

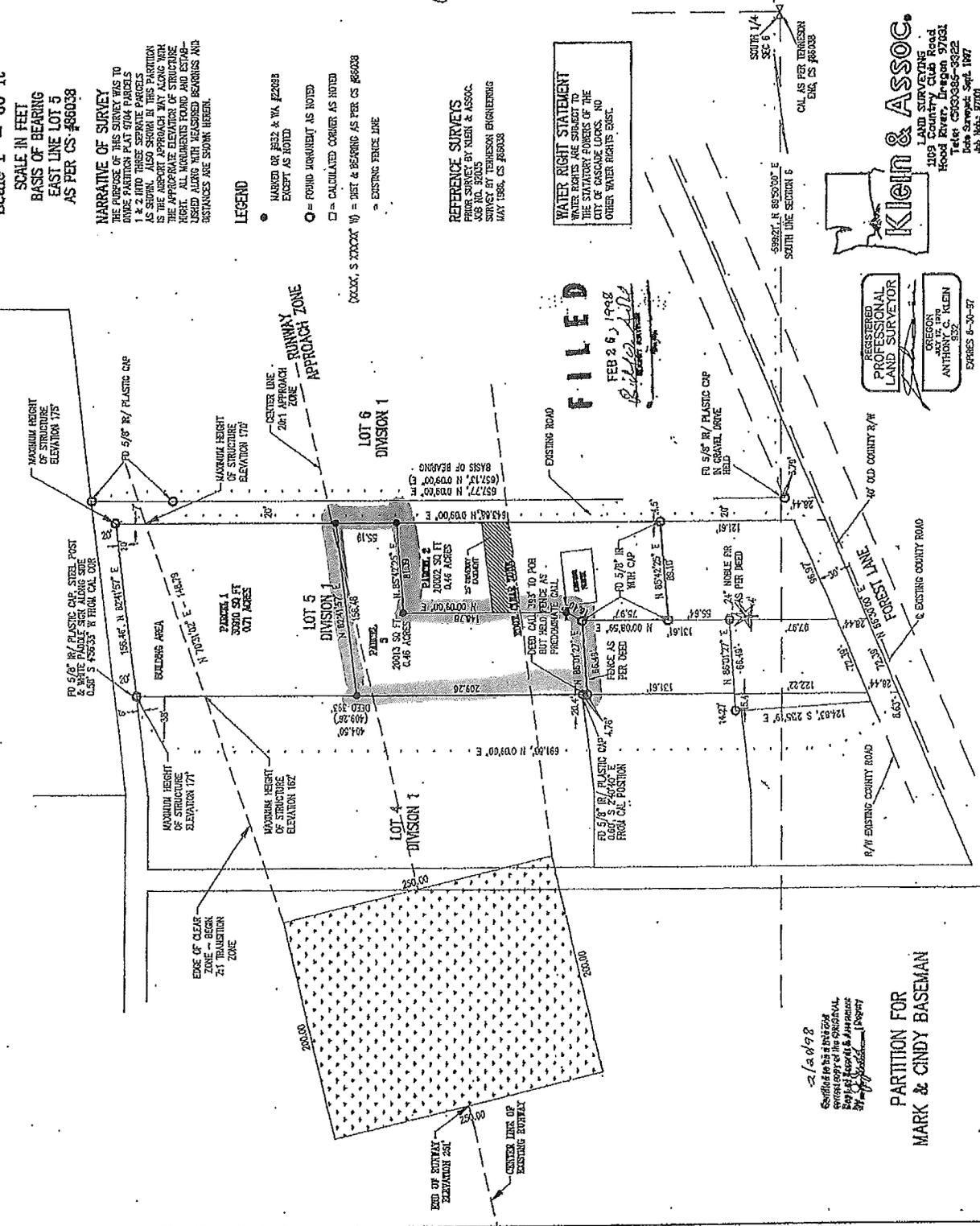
**LEGEND**

- MARKED OR BEARINGS AS NOTED EXCEPT AS NOTED
- FOUND MONUMENT AS NOTED
- CALCULATED CORNER AS NOTED
- ∩ = DIST & BEARING AS PER CS #86038
- = EXISTING FENCE LINE

**REFERENCE SURVEYS**  
FROM SURVEY BY ALLEN & ASSOC.  
JOB NO. 92035  
SURVEY BY TERRESON ENGINEERING  
MAY 1986, CS #89048

**WATER RIGHT STATEMENT**  
WATER RIGHTS ARE SUBJECT TO THE SUPPLEMENTAL DECREE OF THE UNITED STATES DISTRICT COURT AND OTHER WATER RIGHTS DEEDS.

**PARTITION IN  
LOT 5, DIVISION 1, SEC 6 & 7, T 2 N, R 8 E, WM  
OF PARTITION PLAT 9704 PARCELS 1 & 2  
CITY OF CASCADE LOCKS, STATE OF OREGON**



REGISTERED  
PROFESSIONAL  
LAND SURVEYOR  
ANTHONY C. KLEIN  
EXPIRES 6-30-97

**Klein & Assoc.**  
LAND SURVEYING  
1003 COUNTY ROAD 97004  
HOOD RIVER, OREGON 97113  
Tel: 503-336-3322  
Date Surveyed: Sept. 1987  
Job No.: 97001

**PARTITION FOR  
MARK & CINDY BASEMAN**

2/20/98  
Certified to be a true and correct copy of the original by Mark & Cindy Baseman

**STAFF REPORT**

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**Date Prepared:** October 15, 2012

For City Council meeting on October 22, 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 Tenneson Engineering for the Water System Master Plan

**SYNOPSIS:** The approved 2012-13 Budget contains \$30,000 to complete the update of the City's Water System Master Plan. The City went through an RFQ process in May of 2012 and staff interviewed and selected Tenneson Engineering 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.

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.

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 Tenneson Engineering for the update of the 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 Water System Master plan be updated and kept current. 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 water customers to the City's system.

**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 Water Department budget.

### **BACKGROUND INFORMATION:**

1. In order to qualify for state loans and grants the City must have an updated and current Water System Master Plan.
2. On June 15, 2012 the City was notified that it missed the original due date for the Water System Master Plan update. The previous due date was October 1, 2010.
3. On June 20, 2012 the City received an extension of the time required to complete the Water System Plan update. The new due date is January 4, 2013. The State Water Resources Department has agreed to extend the final due date to the end of March 2013 upon a request by the City in December for an extension.

CITY OF CASCADE LOCKS  
Water Master Plan Development and Preparation

DATE: September 18 , 2012.

PARTIES:	City of Cascade Locks PO Box 308 Cascade Locks, OR 97014	("City")
	Tenneson Engineering Corporation. 3313 West Second Street, Suite 100 The Dalles, Oregon 97058	("Contractor")

**RECITALS**

Contractor is being engaged to provide water master plan engineering and consulting services to the City. The Contractor has been chosen by City to enter into this Contract pursuant to ORS 279B.065 and City 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 Water System Master Plan 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. It is anticipated that this contract will terminate upon final approval by the City Council of the Water System Master Plan in approximately March of 2013.

**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. 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. Contractor shall be available to respond to requests by the City as needed to facilitate an effective and efficient operation.

**3. Consideration**

**a.** The maximum, not-to-exceed compensation payable to Contractor under this Contract shall be \$30,000, which includes in-house expenses. 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.

**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.

#### **8. 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.

#### **9. 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 9, 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 9, 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.

#### **10. Ownership of Work Product.**

**a. Definitions.** As used in this Section 10, 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 in a separate written document, may use the Work Product on other unrelated projects.

## **11. 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.

**12. Insurance.** Contractor shall maintain in effect for the duration of this Contract the insurance as set forth in attached Exhibit B.

## **13. 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 13.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 13.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 13.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 13.d, Contractor shall pay immediately any excess to City upon written demand provided in accordance with Section 19.

**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 13.e(ii)(B) and 13.e(ii)(C) below, upon the occurrence of any of the following events:

(A) Contractor is in default under Section 13.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 13.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 13.e(iii)(A) and 13.e(iii)(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 13.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 13.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.

**14. 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.

**15. 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)).

**16. 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.

**17. 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.

**18. Time is of the Essence.** Contractor agrees that time is of the essence under this Contract.

**19. 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.

**20. 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.

**21. 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.

**22. 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.

**23. 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.

**24. 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

Tenneson Engineering Corporation

\_\_\_\_\_  
By: Darrin O. Eckman  
Title: Vice President

Facsimile number: (541) 296-6657  
Federal Tax Number: 93-0491709  
Oregon/State Tax Number: 00093671-3

CITY

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

EXHIBIT A  
PROPOSED SCOPE OF WORK

**TASK #1 – FACILITY VISIT AND ORIENTATION**

Tenneson Engineering (Tenneson) would begin the project immediately with an orientation meeting with the applicable Tenneson staff, along with representatives of the City. This meeting we will review the electronic information provided by Wallis Engineering and all existing data provided by the City.

**TASK #2 – WATER SYSTEM MODEL**

Based on existing data, Tenneson would then create a water system model using WaterCAD as the computer software program to evaluate the current system components based upon both current usage and projected usage over a twenty (20) year period. This projected usage will be determined with City input based upon various factors such as State projected population growth, local trends, and possible commercial/industrial customers. The purpose of the water system model will be to provide an analysis of the existing system to identify deficient areas and then model the proposed improvements to determine cost versus efficiency, and also allow future modeling if large single consumers were to request service from the City.

**TASK #3 – WATER SYSTEM PLAN PREPARATION**

This task would involve preparing a Water System Master Plan (WSMP) in conformance with the Oregon Administrative Rules and various guidance documents. The WSMP will follow the format required by the State of Oregon. The Master Plan will have chapters such as:

- 3A. Executive Summary
- 3B. Water System information and basic planning data, including location and ownership of system, background, current usage and population, along with estimated projected populations.
- 3C. Description of existing water system facilities, water rights, and service characteristics. Also there will be a description of service area policies that the City may have and conditions of service.
- 3D. Water system analysis including system design standards adopted by the City, calculated and actual water demand, water quality analysis, any regulatory violations, and a brief system description and results of the water system modeling analysis. Included in this chapter will be a summary of the major system deficiencies, along with a prioritized list of recommended improvements. This list would be generated based upon generalized improvements that are identified from the system deficiencies, and then working with the City to establish their importance and then rank them.
- 3E. An examination of the financial stability of the system and rate structure analysis, including comparison of the City rates to other surrounding water purveyors. This chapter also looks at different possible financing sources and what work may have to be completed in order to meet their application requirements.
- 3F. A brief and cursory outline of the City's water conservation plan, and water rights. While the State of Oregon Administrative Rule OAR 690-86 encourages water systems to formulate and adopt a Water Conservation Plan (WCP), they are not required at this time. There will be a brief description of water use monitoring, conservation measures, and potential conservation measures. In addition, we will summarize the current water rights and provide any comments regarding the status of or use of said rights.

Based upon direction provided by City staff, as improvements are identified, Tenneson will consider and provide information regarding the decentralization of the proposed system facility upgrades to accommodate specific large water users and their locations. In some instances this decentralization may be the most prudent and cost effective choice for serving single point users, while in other cases, modifications to the existing system components may be the best course of action.

Along with the primary WSMP document, there would also be various appendices that would be attached including well data, water rights, pertinent ordinances, water production and revenue records, system facility pictures, water assessment reports, and any other data that helps provide reviewers with an overall understanding of the system.

**TASK #4 – 1999 WATER MANAGEMENT CONSERVATION AND CURTAILMENT PLAN UPDATE**

Tenneson will assist the City staff in updating the City's Water Management Conservation and Curtailment Plan (WMCCP) from its current 1999 version. Assistance to include information on water usage, water rights, and other background information that Tenneson has prepared.

**TASK #5 – HYDROLOGY REPORT ASSISTANCE**

Tenneson Engineering will assist the primary consultant (Aspect Consulting) in completing the hydrology report that is currently under way. Assistance to include providing any water use data, well data, system components, etc., and incorporating the completed hydrology report as an appendix within the Water System Master Plan.

**TASK #6 – FUNDING APPLICATIONS**

Tenneson Engineering will assist City staff in preparing funding applications for the improvements contemplated within the Water System Master Plan.

We can begin on the work immediately and would devote adequate staff resources. However, a Water System Master Plan involves iterations with City staff and City Council, along with review by the state agencies. Based upon the Scope of Work outlined, we would suggest having a progress meeting with the City Council at their November and/or December meetings and presentation of a preliminary draft of the WSMP to the City Council at their January 2013 meeting. This would allow the Council one month for review and comment. We would then anticipate meeting with the Council again at their February 2013 meeting for final comments. Upon receiving comments from the Council, the WSMP would then be presented to the State and other interested stakeholders for review and comment. It is likely that this Water System Master Plan could receive permission from the State to be adopted by the City by approximately mid-March 2013.

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.





## STAFF REPORT

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Date Prepared: October 16, 2012

For City Council meeting on October 22, 2012

TO: Hon. Mayor and City Council

PREPARED BY: Paul Koch, Interim City Administrator



APPROVED BY: N/A

**SUBJECT: Approving an Intergovernmental Agreement (IGA) with the Port of Cascade Locks dealing with the Museum**

**SYNOPSIS:** The proposed 2012-13 City Budget proposed the elimination of funding for the Museum. At the time this decision was made, there was the potential for the Port to take over the operation of the Museum. As time progressed, the Budget Committee finalized the budget and presented a recommended budget to the City Council that did not include any funding for the museum. As discussions progressed, it was proposed that the Port and the City enter into an IGA over the long term operation of the museum and that efforts be made to create a separate entity for the museum so that the museum could operate independently of any government funding.

Discussions were held with the new Downtown Revitalization Committee to determine if they were interested in including the Museum under the new DRC non-profit status. The DRC agreed as to such an arrangement and is working to create a non-profit organization that would take the Museum under its wing and include the Museum as a key draw to downtown.

The initial understanding was that the Port would reimburse the City for the cost of staff for the operating months. With that understanding in mind, the City kept the Museum open and the staff on the payroll anticipating that the Port would reimburse the City for the expense. Getting the IGA completed took much longer than anticipated and as the IGA was developed, some of the conditions were changed and modified.

The agreement now has been completed and the Port Commission has adopted the IGA as it appears attached to this report. Under the terms of this IGA, the Port will reimburse the City for the September staffing cost at the Museum, but the City will have paid for the months of July and August. The agreement will be in place from September 1, 2012 to June 30, 2013. Both parties commit to help put the Museum on a course of independence and self generated financial security.

Under the IGA **the City will** provide water, sewer and electric service to the Museum and install necessary metering so that the Museum is not connected to the Port for any of these services. The City will continue to provide the insurance for the collection and furnishings inside the

building. And both parties to the IGA agree to have the Museum Board keep all of the donations as a part of establishing the Museum as a separate entity. The City will also pay the staffing costs for the Museum.

**The Port** will reimburse the City for staffing costs at the Museum for the months of September 2012 and May and June of 2013. The Port will also provide all building maintenance costs as well as provide insurance for the building.

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

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

1. Do not take action on this matter.
2. Approve the action as recommended in the Staff Report.
3. Postpone action to a later date.
4. Take other action as desired by City Council.

**RECOMMENDATION:** That City Council, by motion, approve the IGA with the Port of Cascade Locks dealing with the Museum and authorize the Mayor to sign the IGA.

**Benefits of this recommendation:** By approving this IGA the Museum will be operating for one more year with funding from the City and Port. This will also lead to the Museum being much more independent from government funding. This action will set the Museum on a course of independence and non-profit status.

**Legal Review:** The City Attorney was involved in the development of this IGA. This IGA will be in effect until June 30, 2013 at which time other action may be required.

**Financial Review:** This action will reduce the cost to the City for the operation of the Museum. There were no City funds set aside in the budget for the staffing of the Museum, and the cost to the city for staff for the months of July and August were \$ 3,453.91. The Port will reimburse the City for the staff costs for the months of September 2012 and May and June of 2013. The estimated cost for water, sewer and electricity is estimated to be \$1,500. The insurance coverage for the collection at the Museum is included in the City's general insurance policy.

Over the next year the plan is to create a 501c3 for the Museum, get grants and outside financial support so that no government funding is necessary. If this does not work then the issue may come up in the future or be tied to discussions in next year's budget process.

#### **BACKGROUND INFORMATION:**

1. A copy of the IGA is attached for City Council information.
2. The Downtown Revitalization Committee has agreed to take the Museum under their wing and 501c3.

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

DATE: \_\_\_\_\_, 2012

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

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

RECITALS

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

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

Section 1. City's Responsibilities.

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

E. City agrees to pay all Museum staff wages and employee costs arising prior to the date of this Agreement and during the term of this Agreement.

Section 2. Port's Responsibilities.

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

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

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

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

Section 5. Insurance: Each party agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement, at levels necessary to protect against public body liability as specified in ORS 30.270. This agreement is expressly subject to the tort limits and provisions of the Oregon Tort Claims Act (ORS 30.260 to 30.300).

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

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

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

CITY

PORT

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

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

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

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

## STAFF REPORT

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Date Prepared: October 18, 2012

For City Council meeting on October 22, 2012

TO: Hon. Mayor and City Council

PREPARED BY: Marianne Bump, Finance Officer 

APPROVED BY: Paul Koch, ICA 

SUBJECT: Quarterly financial report and projections

**SYNOPSIS:** Quarterly the City Council is provided with a through financial report and analysis. Attached is the first quarter financial report with a projection for the balance of the fiscal year.

Highlights of the attached financial report include:

1. Total City monetary resources total \$2,330,347. Of that \$2,149,339 is in the State Investment Pool.
2. The General Fund has taken on the museum expenses for utilities and 2 months of Personnel Services that was not anticipated and will take some of the financial resources.
3. The SDC Fund will be seeing a little revenue with the development of a Fish Market and a drive thru Coffee/Esspresso shop.
4. Due to water leak repairs the Water Department Budget is spending at an accelerated rate that will require very close scrutiny for the balance of the year. The Department continues to experience equipment failures and breakdowns that were not anticipated and that have taken both manpower and financial resources. An additional burden to this department is the \$4,000 hydrology study that will be done this fiscal year.
5. The Recreation program continues to operate providing the twice a week program for youth. More donations will be required over the balance of the year to meet the budget goal of \$10,000 in donations. Currently the program operates on the approved \$2,000 from the City General fund, \$2500 from the Nestle Donation, \$100 donation from a private citizen and \$500 from the donation made by the Lions Club.



1ST QUARTER REPORT		QUARTERLY REPORT						10/22/2012
JULY-SEPTEMBER 2012								
FUND #		YTD	FORCAST OCT-JUNE 2012-2013	TOTAL	APPROVED BUDGET	BALANCE REMAINING	REMAINING %	CASH BALANCE
<b>1</b>	<b>GENERAL FUND</b>							
	REVENUES	60,480.53	430,000	490,480.53	573,416.00	82,935.47	14%	
	EXPENSES							
	ADMINISTRATION							
	PERSONEL SERVICES	14,146.09	35,648	49,794.09	48,656.00	(1,138.09)	-2%	
	MATERIAL & SERVICES	7,526.56	30,384	37,910.56	44,480.00	6,569.44	15%	
	CAPITAL OUTLAY	-	-	-	300.00	300.00	0%	
	INTERFUND TRANSFERS	31,442.81	164,267	195,709.81	201,396.00	5,686.19	3%	
	PLANNING							
	PERSONEL SERVICES	7,789.22	32,348	40,137.22	47,396.00	7,258.78	15%	
	MATERIAL & SERVICES	3,416.27	11,195	14,611.27	32,131.00	17,519.73	55%	
	PROPERTY							
	PERSONEL SERVICES	11,042.57	58,688	69,730.57	69,731.00	0.43	0%	
	MATERIAL & SERVICES	3,808.49	16,170	19,978.49	19,979.00	0.51	0%	
	CAPITAL OUTLAY	-	-	-	1,800.00	1,800.00	0%	
	INTERFUND TRANSFERS	-	-	-	-	-	0%	
	BEAUTIFICATION							
	PERSONEL SERVICES	-	-	-	-	-	0%	
	MATERIAL & SERVICES	-	-	-	-	-	0%	
	MUSEUM							
	PERSONEL SERVICES	-	-	-	-	-	0%	
	MATERIAL & SERVICES	-	-	-	-	-	0%	
	GOV'T/COMMUNITY RELATIONS							
	MATERIAL & SERVICES	794.63	4,700	5,494.63	6,200.00	705.37	11%	
	RECREATION							
	PERSONEL SERVICES	1,127.42	3,973	5,100.42	7,655.00	2,554.58	33%	
	MATERIAL & SERVICES	239.20	350	589.20	4,345.00	3,755.80	86%	
	POLICE							
	PERSONEL SERVICES	-	-	-	-	-	0%	
	MATERIAL & SERVICES	14,522.00	72,611	87,133.00	87,133.00	-	0%	
	CONTINGNECY	-	-	-	2,214.00	2,214.00	100%	
	TOTAL GENERAL FUND REVENUE	60,480.53	430,000.00	490,480.53	573,416.00	82,935.47		
	TOTAL GENERAL FUND EXPENSES	95,855.26	430,334.00	526,189.26	573,416.00	47,226.74		
<b>2</b>	<b>SDC FUND</b>							
	REVENUES	120.78	8,000	8,120.78	80,150.00	72,029.22	90%	
	EXPENSES							
	TRANSPORTATION SYSTEM DEV.							
	CAPITAL OUTLAY	-	-	-	-	-	0%	
	PARKS SYSTEM DEV.							
	CAPITAL OUTLAY	-	-	-	31,000.00	31,000.00	100%	
	WATER SYSTEM DEV.							
	CAPITAL OUTLAY	-	800	800.00	800.00	-	0%	
	INTERFUND TRANSFERS	-	-	-	-	-	0%	
	SEWER SYSTEM DEV.							
	CAPITAL OUTLAY	-	800	800.00	1,350.00	550.00	41%	
	INTERFUND TRANSFERS	-	47,000	47,000.00	47,000.00	-	0%	
	DRAINAGE/FLOOD SYSTEM DEV.							
	CAPITAL OUTLAY	-	-	-	-	-	0%	
	TOTAL SDC FUND REVENUE	120.78	8,000.00	8,120.78	80,150.00	72,029.22		
	TOTAL SDC FUND EXPENSES	-	48,600.00	48,600.00	80,150.00	31,550.00		

1ST QUARTER REPORT		QUARTERLY REPORT					10/22/2012	
JULY-SEPTEMBER 2012								
FUND #		YTD	FORCAST OCT-JUNE 2012-2013	TOTAL	APPROVED BUDGET	BALANCE REMAINING	REMAINING %	CASH BALANCE
3	<b>STREET FUND</b>							
****	<b>REVENUES</b>	15,643.13	109,731	125,374.13	125,375.00	0.87	0%	
	<b>EXPENSES</b>							
	PERSONEL SERVICES	2,108.45	43,496	45,604.45	45,605.00	0.55	0%	
	MATERIAL & SERVICES	4,666.55	23,152	27,818.55	27,819.00	0.45	0%	
	CAPITAL OUTLAY	-	12,500	12,500.00	12,500.00	-	0%	
	INTERFUND TRANSFERS	-	31,625	31,625.00	31,625.00	-	0%	
	CONTINGENCY	-	-	-	7,826.00	7,826.00	100%	
	<b>CAPITAL PROJECTS</b>							
	PERSONEL SERVICES	-	-	-	-	-	0%	
	MATERIAL & SERVICES	-	-	-	-	-	0%	
	<b>TOTAL STREET FUND REVENUE</b>	15,643.13	109,731.00	125,374.13	125,375.00	0.87		
	<b>TOTAL STREET FUND EXPENSES</b>	6,775.00	110,773.00	117,548.00	125,375.00	7,827.00		
5	<b>EMERGENCY SERVICES FUND</b>							
	<b>REVENUES</b>	41,303.22	206,000	247,303.22	288,609.00	41,305.78	14%	
	<b>EXPENSES</b>							
	PERSONEL SERVICES	13.09	79,813	79,826.09	120,009.00	40,182.91	33%	
	MATERIAL & SERVICES	31,631.15	45,384	77,015.15	92,303.00	15,287.85	17%	
	CAPITAL OUTLAY	2,423.74	2,006	4,429.74	4,430.00	0.26	0%	
	INTERFUND TRANSFERS	614.76	58,845	59,459.76	59,460.00	0.24	0%	
	CONTINGENCY	-	-	-	-	-	0%	
	<b>ADMINISTRATION EXPENSE</b>							
	PERSONEL SERVICES	1,479.77	7,770	9,249.77	9,829.00	579.23	6%	
	MATERIAL & SERVICES	803.39	1,774	2,577.39	2,578.00	0.61	0%	
	<b>TOTAL EMERGENCY FUND REVENUE</b>	41,303.22	206,000.00	247,303.22	288,609.00	41,305.78		
	<b>TOTAL EMERGENCY FUND EXPENSES</b>	36,965.90	195,592.00	232,557.90	288,609.00	56,051.10		
6	<b>911 EMERGENCY TELEPHONE FUND</b>							
	<b>REVENUES</b>	1,430.56	4,569	5,999.56	6,000.00	0.44	0%	
	<b>EXPENSES</b>							
	MATERIAL & SERVICES	-	6,000	6,000.00	6,000.00	-	0%	
	<b>TOTAL 911 EMERGENCY TELEPHONE REV.</b>	1,430.56	4,569.00	5,999.56	6,000.00	0.44		
	<b>TOTAL 911 EMERGENCY TELEPHONE EXP.</b>	-	6,000.00	6,000.00	6,000.00	-		
7	<b>GRANT FUND</b>							
	<b>REVENUES</b>	-	55,000	55,000.00	56,000.00	1,000.00	2%	
	<b>EXPENSES</b>							
	MATERIAL & SERVICES	158.50	55,159	55,317.00	56,000.00	683.00	1%	
	<b>TOTAL GRANT FUND REVENUE</b>	-	55,000.00	55,000.00	56,000.00	1,000.00		
	<b>TOTAL GRANT FUND EXPENSES</b>	158.50	55,158.50	55,317.00	56,000.00	683.00		

1ST QUARTER REPORT		QUARTERLY REPORT					10/22/2012	
JULY-SEPTEMBER 2012								
FUND #		YTD	FORCAST OCT-JUNE 2012-2013	TOTAL	APPROVED BUDGET	BALANCE REMAINING	REMAINING %	CASH BALANCE
<b>8</b>	<b>TOURISM FUND</b>							
****	REVENUES	18.55	52,300	52,318.55	79,800.00	27,481.45	34%	
	EXPENSES							
	MATERIAL & SERVICES	2,008.20	47,400	49,408.20	75,478.00	26,069.80	35%	
	INTERFUND TRANSFERS	-	4,000	4,000.00	4,000.00	-	0%	
	CONTINGENCY	-	-	-	322.00	322.00	100%	
	ADMINISTRATION EXPENSE							
	PERSONEL SERVICES	-	-	-	-	-	0%	
	<b>TOTAL TOURISM FUND REVENUE</b>	<b>18.55</b>	<b>52,300.00</b>	<b>52,318.55</b>	<b>79,800.00</b>	<b>27,481.45</b>		
	<b>TOTAL TOURISM FUND EXPENSES</b>	<b>2,008.20</b>	<b>51,400.00</b>	<b>53,408.20</b>	<b>79,800.00</b>	<b>26,391.80</b>		
<b>16</b>	<b>MUSEUM TRUST</b>							
	REVENUES	-	-	-	-	-	0%	
	EXPENSES							
	MATERIAL & SERVICES	-	-	-	-	-	0%	
	<b>TOTAL MUSEUM TRUST FUND REVENUE</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>		
	<b>TOTAL MUSEUM TRUST FUND EXPENSES</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>		
<b>17</b>	<b>CEMETERY</b>							
****	REVENUES	1,111.70	8,638	9,749.70	9,750.00	0.30	0%	
	EXPENSES							
	PERSONEL SERVICES	903.32	1,806	2,709.32	2,710.00	0.68	0%	
	MATERIAL & SERVICES	63.90	2,161	2,224.90	2,225.00	0.10	0%	
	INTERFUND TRANSFERS	-	-	-	-	-	0%	
	CONTINGENCY	-	-	-	4,815.00	4,815.00	100%	
	<b>TOTAL CEMETERY FUND REVENUE</b>	<b>1,111.70</b>	<b>8,638.00</b>	<b>9,749.70</b>	<b>9,750.00</b>	<b>0.30</b>		
	<b>TOTAL CEMETERY FUND EXPENSES</b>	<b>967.22</b>	<b>3,967.00</b>	<b>4,934.22</b>	<b>9,750.00</b>	<b>4,815.78</b>		
<b>21</b>	<b>WATER FUND</b>							
****	REVENUES	60,807.88	201,592	262,399.88	262,400.00	0.12	0%	
	EXPENSES							
	PERSONEL SERVICES	19,589.90	43,379	62,968.90	57,824.00	(5,144.90)	-9%	
	MATERIAL & SERVICES	29,496.53	83,549	113,045.53	107,446.00	(5,599.53)	-5%	
	CAPITAL OUTLAY	742.10	1,757	2,499.10	2,500.00	0.90	0%	
	INTERFUND TRANSFERS	1,723.62	34,177	35,900.62	35,901.00	0.38	0%	
	CONTINGENCY	-	-	-	-	-	0%	
	CAPITAL PROJECTS							
	PERSONEL SERVICES	-	-	-	-	-	0%	
	MATERIAL & SERVICES	-	-	-	-	-	0%	
	ADMINISTRATION EXPENSE							
	PERSONEL SERVICES	6,759.94	24,700	31,459.94	39,840.00	8,380.06	21%	
	MATERIAL & SERVICES	4,303.36	14,000	18,303.36	18,889.00	585.64	3%	
	<b>TOTAL WATER FUND REVENUE</b>	<b>60,807.88</b>	<b>201,592.00</b>	<b>262,399.88</b>	<b>262,400.00</b>	<b>0.12</b>		
	<b>TOTAL WATER FUND EXPENSES</b>	<b>62,615.45</b>	<b>201,562.00</b>	<b>264,177.45</b>	<b>262,400.00</b>	<b>(1,777.45)</b>		

1ST QUARTER REPORT		QUARTERLY REPORT				10/22/2012		
JULY-SEPTEMBER 2012								
FUND #		YTD	FORCAST OCT-JUNE 2012-2013	TOTAL	APPROVED BUDGET	BALANCE REMAINING	REMAINING %	CASH BALANCE
<b>25</b>	<b>CEMETERY TRUST</b>							
	REVENUES	72.58	200	272.58	14,200.00	13,927.42	98%	
	EXPENSES							
	INTERFUND TRANSFERS	-	-	-	-	-	0%	
	CONTINGENCY	-	-	-	14,200.00	14,200.00	100%	
	<b>TOTAL CEMETERY TRUST FUND REVENUE</b>	<b>72.58</b>	<b>200.00</b>	<b>272.58</b>	<b>14,200.00</b>	<b>13,927.42</b>		
	<b>TOTAL CEMETERY TRUST FUND EXPENSES</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>14,200.00</b>	<b>14,200.00</b>		
<b>31</b>	<b>SEWER FUND</b>							
****	REVENUES	96,480.02	364,969	461,449.02	461,450.00	0.98	0%	
	EXPENSES							
	PERSONEL SERVICES	1,615.74	10,090	11,706.00	11,706.00	-	0%	
	MATERIAL & SERVICES	55,656.19	164,642	220,298.19	217,799.00	(2,499.19)	-1%	
	CAPITAL OUTLAY	-	17,500	17,500.00	17,500.00	-	0%	
	INTERFUND TRANSFERS	-	144,352	144,352.00	144,352.00	-	0%	
	CONTINGENCY	-	-	-	15,731.00	15,731.00	100%	
	CAPITAL PROJECTS							
	PERSONEL SERVICES	-	-	-	-	-	0%	
	MATERIAL & SERVICES	-	-	-	-	-	0%	
	ADMINISTRATION EXPENSE							
	PERSONEL SERVICES	5,902.93	21,914	27,816.93	36,082.00	8,265.07	23%	
	MATERIAL & SERVICES	3,127.98	14,000	17,127.98	18,280.00	1,152.02	6%	
	<b>TOTAL SEWER FUND REVENUE</b>	<b>96,480.02</b>	<b>364,969.00</b>	<b>461,449.02</b>	<b>461,450.00</b>	<b>0.98</b>		
	<b>TOTAL SEWER FUND EXPENSES</b>	<b>66,302.84</b>	<b>372,498.26</b>	<b>438,801.10</b>	<b>461,450.00</b>	<b>22,648.90</b>		
<b>40</b>	<b>SEWER BOND 1998</b>							
	REVENUES	86.12	53,800	53,886.12	114,011.00	60,124.88	53%	
	EXPENSES							
	MATERIAL & SERVICES	-	53,711	53,711.00	53,711.00	-	0%	
	CONTINGENCY	-	-	-	60,300.00	60,300.00	100%	
	<b>TOTAL SEWER BOND REVENUE</b>	<b>86.12</b>	<b>53,800.00</b>	<b>53,886.12</b>	<b>114,011.00</b>	<b>60,124.88</b>		
	<b>TOTAL SEWER BOND EXPENSES</b>	<b>-</b>	<b>53,711.00</b>	<b>53,711.00</b>	<b>114,011.00</b>	<b>60,300.00</b>		

1ST QUARTER REPORT		QUARTERLY REPORT						10/22/2012
JULY-SEPTEMBER 2012								
FUND #		YTD	FORCAST OCT-JUNE 2012-2013	TOTAL	APPROVED BUDGET	BALANCE REMAINING	REMAINING %	CASH BALANCE
41	CATV							
	REVENUES							
	CATV	19,995.41	60,000	79,995.41	116,637.00	36,641.59	31%	
	EXPENSES							
	PERSONEL SERVICES	679.59	3,000	3,679.59	4,539.00	859.41	19%	
	MATERIAL & SERVICES	15,649.91	45,000	60,649.91	85,268.00	24,618.09	29%	
	CAPITAL OUTLAY	-	-	-	-	-	0%	
	INTERFUND TRANSFERS	-	-	-	-	-	0%	
	CONTINGENCY	-	-	-	-	-	0%	
	CAPITAL PROJECTS							
	PERSONEL SERVICES	-	-	-	-	-	0%	
	MATERIAL & SERVICES	-	-	-	-	-	0%	
	BROADBAND							
	REVENUES	14,508.00	42,000	56,508.00	56,600.00	92.00	0%	
	EXPENSES							
	PERSONEL SERVICES	369.34	4,100	4,469.34	4,539.00	69.66	2%	
	MATERIAL & SERVICES	6,928.69	21,000	27,928.69	29,405.00	1,476.31	5%	
	CAPITAL OUTLAY	-	450	450.00	450.00	-	0%	
	INTERFUND TRANSFERS	-	-	-	-	-	0%	
	CONTINGENCY	-	-	-	-	-	0%	
	CAPITAL PROJECTS							
	PERSONEL SERVICES	-	-	-	-	-	0%	
	MATERIAL & SERVICES	-	-	-	-	-	0%	
	ADMINISTRATION EXPENSE CATV/BROADBAND							
	PERSONEL SERVICES	6,740.76	21,000	27,740.76	39,194.00	11,453.24	29%	
	MATERIAL & SERVICES	2,294.67	6,800	9,094.67	9,842.00	747.33	8%	
	TOTAL REVENUE FOR CATV/BROADBAND FUND	34,503.41	102,000.00	136,503.41	173,237.00	36,733.59		
	TOTAL EXPENSES FOR CATV/BROADBAND FUND	32,662.96	101,350.00	134,012.96	173,237.00	39,224.04		
45	OEDD LOAN							
	REVENUES	-	91,641	91,641.00	91,641.00	-	0%	
	EXPENSES							
	MATERIAL & SERVICES	-	91,641	91,641.00	91,641.00	-	0%	
	TOTAL REVENUE FOR OEDD LOAN FUND	-	91,641.00	91,641.00	91,641.00	-		
	TOTAL EXPENSES FOR OEDD LOAN FUND	-	91,641.00	91,641.00	91,641.00	-		
46	OIB FIRE HALL LOAN							
	REVENUES	8,352.72	25,063	33,415.72	33,416.00	0.28	0%	
	EXPENSES							
	MATERIAL & SERVICES	8,352.72	25,063	33,415.72	33,416.00	0.28	0%	
	TOTAL REVENUE FOR OIB FIRE HALL LOAN FUND	8,352.72	25,063.00	33,415.72	33,416.00	0.28		
	TOTAL EXPENSES FOR OIB FIRE HALL LOAN FUND	8,352.72	25,063.00	33,415.72	33,416.00	0.28		

1ST QUARTER REPORT		QUARTERLY REPORT						10/22/2012
JULY-SEPTEMBER 2012								
FUND #		YTD	FORCAST OCT-JUNE 2012-2013	TOTAL	APPROVED BUDGET	BALANCE REMAINING	REMAINING %	CASH BALANCE
<b>51</b>	<b>CITY LIGHT - CITY</b>							
	<b>REVENUES</b>	<b>260,216.59</b>	<b>890,000.00</b>	<b>1,150,216.59</b>	<b>2,403,400.00</b>	<b>1,253,183.41</b>	<b>52%</b>	
	<b>EXPENSES</b>							
	PERSONEL SERVICES	70,417.90	210,000	280,417.90	284,295.00	3,877.10	1%	
	MATERIAL & SERVICES	117,438.23	420,000	537,438.23	986,176.00	448,737.77	46%	
	CAPITAL OUTLAY	6,007.01	50,000	56,007.01	72,000.00	15,992.99	22%	
	INTERFUND TRANSFERS	-	79,600	79,600.00	79,600.00	-	0%	
	CONTINGENCY	-	-	-	64,098.00	64,098.00	100%	
	<b>CAPITAL PROJECTS</b>							
	PERSONEL SERVICES	75.35	-	75.35	50,000.00	49,924.65	100%	
	MATERIAL & SERVICES	-	-	-	450,000.00	450,000.00	100%	
	<b>CITY LIGHT - SOUTHBANK</b>							
	<b>REVENUES</b>	<b>70,732.33</b>	<b>230,000</b>	<b>300,732.33</b>	<b>782,350.00</b>	<b>481,617.67</b>	<b>62%</b>	
	<b>EXPENSES</b>							
	PERSONEL SERVICES	39,958.62	130,000	169,958.62	266,145.00	96,186.38	36%	
	MATERIAL & SERVICES	26,476.70	78,000	104,476.70	215,999.00	111,522.30	52%	
	CAPITAL OUTLAY	596.37	35,000	35,596.37	51,500.00	15,903.63	31%	
	CONTINGENCY	-	-	-	-	-	0%	
	<b>CAPITAL PROJECTS</b>							
	PERSONEL SERVICES	-	-	-	300,000.00	300,000.00	100%	
	MATERIAL & SERVICES	-	-	-	180,000.00	180,000.00	100%	
	<b>ADMINISTRATION EXPENSE CITY/SOUTHBANK</b>							
	PERSONEL SERVICES	20,438.36	75,318	95,756.36	120,482.00	24,725.64	21%	
	MATERIAL & SERVICES	10,973.40	48,420	59,393.40	65,455.00	6,061.60	9%	
	<b>TOTAL REVENUE FOR LIGHT DEPARTMENT FUND</b>	<b>330,948.92</b>	<b>1,120,000.00</b>	<b>1,450,948.92</b>	<b>3,185,750.00</b>	<b>1,734,801.08</b>		
	<b>TOTAL EXPENSES FOR LIGHT DEPARTMENT FUND</b>	<b>292,381.94</b>	<b>1,126,338.00</b>	<b>1,418,719.94</b>	<b>3,185,750.00</b>	<b>1,767,030.06</b>		
<b>56</b>	<b>CAPITAL RESERVE FUND 2008</b>							
	<b>REVENUES</b>	<b>28,060.60</b>	<b>336,665</b>	<b>364,725.60</b>	<b>1,836,665.00</b>	<b>1,471,939.40</b>	<b>80%</b>	
	<b>EXPENSES</b>	<b>12,188.84</b>	<b>315,577</b>	<b>327,765.84</b>	<b>1,836,665.00</b>	<b>1,508,899.16</b>	<b>82%</b>	
	<b>TOTAL REVENUE FOR CAPITAL RESERVE FUND</b>	<b>28,060.60</b>	<b>336,665.00</b>	<b>364,725.60</b>	<b>1,836,665.00</b>	<b>1,471,939.40</b>		
	<b>TOTAL EXPENSES FOR CAPITAL RESERVE FUND</b>	<b>12,188.84</b>	<b>315,577.00</b>	<b>327,765.84</b>	<b>1,836,665.00</b>	<b>1,508,899.16</b>		