

# CITY of CASCADE LOCKS

## AGENDA

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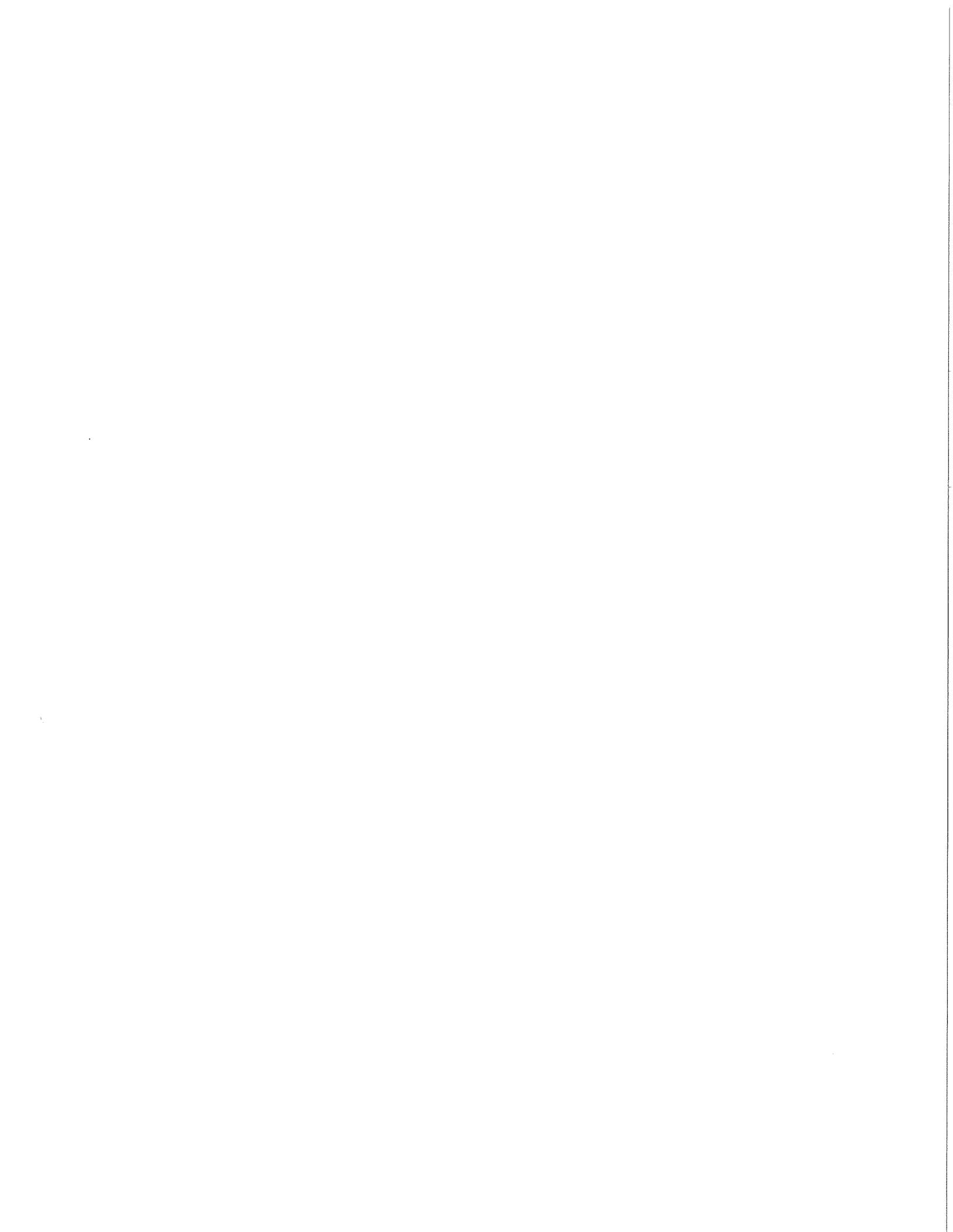
### CITY COUNCIL MEETING, Monday, May 11, 2015, 7:00 PM, CITY HALL

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

1. **Call to Order/Pledge of Allegiance/Roll Call.**
2. **Additions or amendments to the Agenda.** (The Mayor may add items to the agenda after it is printed and distributed only when required by business necessity and only after an explanation has been given. The addition of agenda items after the agenda has been printed is otherwise discouraged.)
3. **Adoption of Consent Agenda.** (Consent Agenda may be approved in its entirety in a single motion. Items are considered to be routine. Any Councilor may make a motion to remove any item from the Consent Agenda for individual discussion.)
  - a. **Approval of April 27, 2015 Minutes.**
  - b. **Ratification of the Bills in the Amount of \$ 136,252.45.**
4. **Public Hearings.**
5. **Action Items:**
  - a. **Appointment to Committees.**
  - b. **Selection of Auditor.**
  - c. **First Reading of Ord. No. 438 Granting CATV Franchise to Gorge.Net.**
  - d. **Approval of Head End Facility Lease with Gorge.Net.**
  - e. **Approve Legal Agreement with Cable Huston (After Executive Session).**
6. **Appearance of Interested Citizens to Share a Variety of Perspectives on Issues Facing Our Community.** (Comments on matters not on the agenda or previously discussed.)
7. **Reports and Presentations.**
  - a. **City Committees.**
  - b. **City Administrator Zimmerman Report.**
8. **Mayor and City Council Comments.**
9. **Other matters.**
10. **Executive Session as may be required under ORS 192.660 (2) (f) to review documents exempt from public disclosure.**
11. **Adjournment.**

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



1. **Call to Order/Pledge of Allegiance/Roll Call.** Mayor Cramblett called the meeting to order at 7:00 PM. CM's Groves, Fitzpatrick, Randall, Walker, Helfrich, and Mayor Cramblett were present. CM Busdieker was excused. Also present were City Administrator Gordon Zimmerman, City Recorder Kathy Woosley, Christian Schumann-Curtis, and Camera Operator Betty Rush.
2. **Additions or amendments to the Agenda.** None.
3. **Adoption of Consent Agenda.**
  - a. **Approval of April 13, 2015 Minutes.**
  - b. **Ratification of the Bills in the Amount of \$225,044.39.**
  - c. **Approve Resolution No. 1326 Authorizing a Budget Amendment for the Receipt of Unanticipated Revenue in the Amount of \$2,500 for Fiscal Year 2014/2015 Making Appropriations and Authorizing Expenditures.**

Mayor Cramblett read the list of items on the Consent Agenda. **Motion:** CM Helfrich moved, seconded by CM Randall, to approve the Consent Agenda. The motion passed unanimously by CM's Groves, Fitzpatrick, Randall, Walker, Helfrich, and Mayor Cramblett.
4. **Public Hearings.** None.
5. **Action Items:**
  - a. **Appointment to Committees.** Mayor Cramblett appointed Ruby Gibson to the Tourism Committee. There was consent of Council.
  - b. **Selection of Auditor.** **Motion:** CM Walker moved, seconded by CM Helfrich, to accept the proposal from Onstott, Broehl, & Cyphers, for audit services for the next three years for the City of Cascade Locks.

CM Randall asked if Onstott had been with the City before. CA Zimmerman said they are currently the auditing firm for the City and have been with the City since 1983. CM Randall said if choosing them the City would not have "fresh eyes" on the audit. Mayor Cramblett said he is not in favor of this company for just that reason. He said this company does have the low bid but one reason for doing the request for proposals was to have "fresh eyes" for the audit. He said if we choose Onstott, Broehl, and Cyphers we'll be going down the same road and not bringing in "fresh eyes".

CM Helfrich said we are to be using the public money wisely. He said a forensic auditor was brought in that served as the second set of eyes. He gave the example of the review of bank statements as an outcome of the forensic audit. He said there could be a periodic review from a forensic auditor. He said the wise choice of spending the public money would be to choose Onstott, Broehl, and Cyphers.

CM Walker said he understood the concern but any issue with the same company would be made up with some familiarity and some of the changes that have been made. Mayor Cramblett argued that it could be more expensive and that there could be a new approach presented that could be a cost savings. He said the current auditor didn't bring forth any of the information that the forensic auditor provided with the building of the fire station. He said there was potential savings there.

The motion failed with CM's Groves, Randall and Mayor Cramblett voting against the motion and CM's Fitzpatrick, Walker and Helfrich voting in favor. Mayor Cramblett tabled the matter to the next meeting.

CM Fitzpatrick said \$9,000 is a significant amount of money.

**c. Approval of Tourism Photographer Personal Services Contract.** CA Zimmerman explained the service to be provided by Peterson ProMedia. CM Helfrich asked if the pictures would be exclusive to the City. CA Zimmerman explained that the pictures could be used in any advertisement but would be property of the City. **Motion:** CM Randall moved, seconded by CM Helfrich, to approve the personal services agreement with Peterson ProMedia to provide print quality photographs under the supervision of the Tourism Committee. The motion passed unanimously by CM's Groves, Fitzpatrick, Randall, Walker, Helfrich, and Mayor Cramblett.

**d. Approval of Technical Services Agreement for GIS Project.** Christian Schumann-Curtis, Director of GeoCEG, said this is a nonprofit business to help small communities implement sustainable geographic information systems. He said a recent study done in Washington showed that for every \$1.00 spent on GIS saved \$10.00 in efficiencies for city management. He said they just finished a pilot project for the City of Hood River. Christian said they will be using what they learned in the City of Hood River and expanding that to other communities throughout Oregon. He said their potential model would be to find clusters of communities that can share GIS resources at the municipal level.

Christian described the phases. He said we would need to find out what data is available and what the primary needs are. He said the next phase would be implementing the data by putting it together in a platform that can be used by the City. He said the final phase would be using the data and maintaining it.

CM Helfrich asked who was the primary funder of the nonprofit. Christian said the State of Oregon and the communities that they have worked with. He said they are searching for funding outside the communities. CM Helfrich asked what the continued cost of this program would be. Christian said the State of Oregon is very interested in communities getting the GIS data. He said the State needs the data. He said the State has offered free licenses to communities that are willing to share their data with the State. He said if not willing to share data the State would charge a nominal fee of \$50.00 for the licenses. Christian said there is free GIS software available also. He said part of the planning phase is to determine what would work best for your community. He said it would be likely for the community to find additional funding to maintain the program.

CM Walker asked if the City owned a GPS unit. CA Zimmerman said the City does. CM Walker stated he works for a governmental agency and GIS has saved them a lot of time. Christian explained that setting it up would be the most cost and labor intensive. CM Randall asked if this system would help with the location of lines. Christian said it would because everything would be on the map.

Mayor Cramblett said he wasn't sure about being at the beginning of this program if they are just starting with Hood River. Christian said they are also working with a cluster of communities near Stayton. CM Walker asked CA Zimmerman how the program would be funded. CA Zimmerman said the City would start with the Electric Department first then move to the other departments.

CM's Randall and Fitzpatrick said they could see the benefit of the program. CM Walker said he wouldn't support it right now as there are too many other projects that need completed. Mayor Cramblett said the excuse given for not having the Work Order System in place is time. He said he didn't see how the department would have time for this. He said financially and time-wise he didn't think this was a good time to start a new project. He said it makes sense just not the right time. CA Zimmerman said Christian could be invited back next year.

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

**7. Reports and Presentations.**

a. **City Committees.** None.

b. **City Administrator Zimmerman Report.** CA Zimmerman reminded Council of their communications and correspondence. He reported that the USDA Rural Development Agency approved Tenneson Engineering as the Engineer for the Water System Improvement Project. He said the second meeting in May is Memorial Day and the day after is the Cascade Locks Business Association meeting. He said he is trying to finalize the CATV/Broadband agreement with Gorge Networks and may need an ordinance approved at a second meeting in May unless he can get the agreement early enough to take care of in one meeting. It was decided they could discuss this at the next meeting.

**8. Mayor and City Council Comments.** CM Helfrich said he continues to field inquiries regarding Nestlé. He said he encourages citizens to come to Council meetings and talk to the Council. He said he still hasn't seen anyone in attendance.

CM Walker said part of the process is to answer concerns of citizens. He said it is important for the Council to educate themselves. CM Walker informed Council that he would be absent for a couple of months.

CM Randall said he would reiterate what CM's Walker and Helfrich said regarding Nestlé. He said this has been going on for seven or eight years now and is nothing new. He said the strategy of the opposition is to work from the top down and to make headway they call all their people. He said there are issues to mitigate and nothing is ever easy. He said we have to work for what we get. He said this will be a way to provide jobs for our community and the City's infrastructure is falling apart. He urged citizens to come to Council meetings and talk to the Council.

CM Groves encouraged participation in the Angela Coe Walk/Run on May 2<sup>nd</sup>. She said the proceeds support children with cancer.

Mayor Cramblett said he just returned from working in the Tri-City area in Washington. He said people love cruising on the Sternwheeler and most cruises were sold out. He said while in Washington he read several articles with several cities having the same issues as Cascade Locks. He compared the difference in what other cities have done with their water and how Cascade Locks will be handling the water issue here.

**9. Other matters.** CM Walker said Jay McCulley had passed away. He said when he was growing up in Cascade Locks Jay McCulley was always there for the kids. He said Jay was a Lion and Boy Scout Leader. He said he was truly one of the "good old boys". CM Groves said that Bill Logue had also passed away and sent her thoughts and prayers to the family.

10. **Executive Session as may be required.**
11. **Adjournment. Motion:** CM Helfrich moved, seconded by CM Randall, to adjourn. The motion passed unanimously by CM's Groves, Fitzpatrick, Randall, Walker, Helfrich, and Mayor Cramblett. The meeting was adjourned at 8:07 PM.

Prepared by  
Kathy Woosley, City Recorder

APPROVED:

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Tom Cramblett, Mayor

BLANKET VOUCHER APPROVAL

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DEPARTMENT: CITY OF CASCADE LOCKS  
COVER SHEET AND SUMMARY

DATE:	DESCRIPTION:	AMOUNT:
5/1/2015	PR	\$ 34,405.36
4/30/2015	A/P	\$ 101,847.09

GRAND TOTAL \$ 136,252.45

APPROVAL:

\_\_\_\_\_  
Mayor

Report Criteria:  
Report type: GL detail

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
5786	04/15	04/30/2015	6945	105907	4COM, Inc.	programming	4140562740	158.50
Total 5786:								
5787	04/15	04/30/2015	670	CCLLP 4/2/1	CASCADE LOCKS LIGHT CO.	ccllp	5140562138	150.00
5787	04/15	04/30/2015	670	CCLLP 4/30/	CASCADE LOCKS LIGHT CO.	ccllp stratton	5140562138	150.00
Total 5787:								
5788	04/15	04/30/2015	790	313230273 4	CENTURYLINK	Fire Department Phones	0540562050	135.35
5788	04/15	04/30/2015	790	313401451 4	CENTURYLINK	Sewer	3140562050	116.10
5788	04/15	04/30/2015	790	313470082 4	CENTURYLINK	City Hall Phones	0140162050	411.04
5788	04/15	04/30/2015	790	313785538 4	CENTURYLINK	telemetry	2140562050	125.30
5788	04/15	04/30/2015	790	313785538 4	CENTURYLINK	telemetry	3140562050	125.30
5788	04/15	04/30/2015	790	313891134 4	CENTURYLINK	Emergency After Hours	5140562050	56.28
5788	04/15	04/30/2015	790	313891134 4	CENTURYLINK	Emergency After Hours	5140562050	14.06
5788	04/15	04/30/2015	790	314228414 4	CENTURYLINK	Lift Station	3140562050	38.34
5788	04/15	04/30/2015	790	320153997 4	CENTURYLINK	well house dialer	2140562050	7.88
Total 5788:								
5789	04/15	04/30/2015	820	611443	CH2M HILL ENGINEERS INC.	Engineering Services	3140562700	1,029.65
Total 5789:								
5790	04/15	04/30/2015	1060	APRIL 2015	COLUMBIA GORGE LIONS CLUB	Sternwheeler Days Advertisement	0140862022	300.00
Total 5790:								
5791	04/15	04/30/2015	1120	A79802	COLUMBIA HARDWARE, LLC	safety hasp	2140562560	7.99
5791	04/15	04/30/2015	1120	A80620	COLUMBIA HARDWARE, LLC	keys	5140562201	1.99
Total 5791:								
5792	04/15	04/30/2015	1360	130661	DAVID R. CUNNINGHAM	CATV	0140162082	60.00
5792	04/15	04/30/2015	1360	130662	DAVID R. CUNNINGHAM	City Network	0140162082	840.00

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 5792:								900.00
5793	04/15	04/30/2015	1480	APRIL 2015	DEPT. OF ENVIRONMENTAL QUALITY	certificate renewal fee for s.price	3140562030	160.00
Total 5793:								160.00
5794	04/15	04/30/2015	1530	APRIL 2015	DISH NETWORK	Programming	4140562740	400.00
Total 5794:								400.00
5795	04/15	04/30/2015	6795	0451628	Ferguson	Meter box	2140562560	247.16
5795	04/15	04/30/2015	6795	0451739	Ferguson	8x6 coupler	3140562560	89.96
Total 5795:								337.12
5796	04/15	04/30/2015	6878	472-1275	Gannett Co., Inc	programming	4140562740	312.65
Total 5796:								312.65
5797	04/15	04/30/2015	2020	1235540	GENERAL PACIFIC INC.	556.5 ACSR 26/7 Wire	5645163941	10,353.86
5797	04/15	04/30/2015	2020	1235608	GENERAL PACIFIC INC.	Evluma 70W Flat Lens St. Light	5140562800	1,275.00
Total 5797:								11,628.86
5798	04/15	04/30/2015	6854	042115	Gordon Zimmerman	reimburse mileage	0540562020	47.56
Total 5798:								47.56
5799	04/15	04/30/2015	2570	4151014	HOOD RIVER NEWS	Notice of Budget Comm Meeting	0140162030	48.00
5799	04/15	04/30/2015	2570	4151015	HOOD RIVER NEWS	PH State Revenue Sharing	0140162030	44.00
Total 5799:								92.00
5800	04/15	04/30/2015	2580	23814	HOOD RIVER SAND & GRAVEL	new shop	5645163941	351.00
5800	04/15	04/30/2015	2580	23914	HOOD RIVER SAND & GRAVEL	plant pick up	2140562560	39.00
5800	04/15	04/30/2015	2580	H71238	HOOD RIVER SAND & GRAVEL	Gravel for new shop	5645163941	440.80
5800	04/15	04/30/2015	2580	H71273	HOOD RIVER SAND & GRAVEL	city hall	2140562560	347.10

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 5800:								1,177.90
5801	04/15	04/30/2015	3160	042015	MARIANNE BUMP/PETTY CASH	Reimburse Petty Cash	0140162020	2.00
Total 5801:								2.00
5802	04/15	04/30/2015	6940	040615	Marie Miller	reimburse for cost for chamber after hour	0840562115	70.46
Total 5802:								70.46
5803	04/15	04/30/2015	3360	042815	Megan Webb	Reimburse Mileage	0140162020	23.00
Total 5803:								23.00
5804	04/15	04/30/2015	6946	162	Meyers Custom Lumber	6X12X14 Lumber	5645163941	840.00
5804	04/15	04/30/2015	6946	162	Meyers Custom Lumber	6X15X17.5 Lumber	5645163941	984.00
Total 5804:								1,824.00
5805	04/15	04/30/2015	4640	APRIL 2015	PTNEY BOWES INC	Postage	0140162055	251.00
Total 5805:								251.00
5806	04/15	04/30/2015	4650	G606073	PLATT ELECTRIC SUPPLY	CSE Ends	3140562660	34.03
Total 5806:								34.03
5807	04/15	04/30/2015	6780	19663235	Ricoh Americas Corporation	Lease	0140162120	236.80
Total 5807:								236.80
5808	04/15	04/30/2015	5510	8034013491	STAPLES CONTRACT & COMMERCIA	Paper, folders and binder clips	0140162010	184.52
Total 5808:								184.52
5809	04/15	04/30/2015	6110	APRIL 2015	U.S. POSTAL SERVICE	UB Postage	0140162055	275.54
Total 5809:								275.54

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
5810	04/15	04/30/2015	6937	APRIL 2015	US Bank Equipment Finance	contract payment	5645163941	1,293.61
Total 5810:								
								1,293.61
5811	04/15	04/30/2015	6690	042715	WOOSLEY, KATHY	Reimburse Mileage	0140162020	37.95
Total 5811:								
								37.95
4301501	04/15	04/30/2015	6090	2974 4/15	U S BANK CC	ipad data plan	0540562050	14.99
Total 4301501:								
								14.99
4301502	04/15	04/30/2015	6090	2305 4/15	U S BANK CC	phone chargers for vehicles	5140562201	52.80
4301502	04/15	04/30/2015	6090	2305 4/15	U S BANK CC	jacket	5140562210	178.00
4301502	04/15	04/30/2015	6090	2305 4/15	U S BANK CC	tools	5140562900	58.15
4301502	04/15	04/30/2015	6090	2305 4/15	U S BANK CC	gloves	5140562900	132.98
4301502	04/15	04/30/2015	6090	2305 4/15	U S BANK CC	concrete for shop	5645163941	112.19
4301502	04/15	04/30/2015	6090	2305 4/15	U S BANK CC	building supplies for shop	5645163941	175.55
4301502	04/15	04/30/2015	6090	2305 4/15	U S BANK CC	concrete for shop	5645163941	178.92
Total 4301502:								
								888.54
4301505	04/15	04/30/2015	440	NOV14-TRN	BPA	Transmission Bill	5140562821	1,063.00
4301505	04/15	04/30/2015	440	NOV14-TRN	BPA	Transmission Bill	5140662821	181.00
Total 4301505:								
								1,244.00
4301506	04/15	04/30/2015	440	MAR15-PWR	BPA	Power Bill	5140562820	48,515.00
4301506	04/15	04/30/2015	440	MAR15-PWR	BPA	Power Bill	5140662820	8,315.00
Total 4301506:								
								56,830.00
4301507	04/15	04/30/2015	440	MAR15-TRN	BPA	Transmission Bill	5140562821	11,514.00
4301507	04/15	04/30/2015	440	MAR15-TRN	BPA	Transmission Bill	5140662821	1,973.00
Total 4301507:								
								13,487.00
4301508	04/15	04/30/2015	6080	MARCH 201	U S BANK	Bank Fees	0140162110	335.38

City of Cascade Locks

Check Register - By Check No.  
Check Issue Dates: 4/30/2015 - 4/30/2015

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Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 4301508:								
4301509	04/15	04/30/2015	6090	8773 4/15	U S BANK CC	hotel for travel oregon	0840562020	217.66 M
4301509	04/15	04/30/2015	6090	8773 4/15	U S BANK CC	travel oregon conference	0840562020	285.00 M
4301509	04/15	04/30/2015	6090	8773 4/15	U S BANK CC	hotel for water class	2140562020	73.70 M
4301509	04/15	04/30/2015	6090	8773 4/15	U S BANK CC	meals for water class	2140562020	25.36 M

Total 4301509:

601.72

Grand Totals:

101,847.09

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-21010	.00	3,049.23-	3,049.23-
01-401-62010	184.52	.00	184.52
01-401-62020	62.95	.00	62.95
01-401-62030	92.00	.00	92.00
01-401-62050	411.04	.00	411.04
01-401-62055	526.54	.00	526.54
01-401-62082	900.00	.00	900.00
01-401-62110	335.38	.00	335.38
01-401-62120	236.80	.00	236.80
01-408-62022	300.00	.00	300.00
05-21010	.00	197.90-	197.90-
05-405-62020	47.56	.00	47.56
05-405-62050	150.34	.00	150.34
08-21010	.00	573.12-	573.12-
08-405-62020	502.66	.00	502.66
08-405-62115	70.46	.00	70.46
21-21010	.00	873.49-	873.49-
21-405-62020	99.06	.00	99.06
21-405-62050	133.18	.00	133.18
21-405-62560	641.25	.00	641.25
31-21010	.00	7,922.06-	7,922.06-
31-405-62030	160.00	.00	160.00
31-405-62050	279.74	.00	279.74
31-405-62560	123.99	.00	123.99
31-405-62700	7,358.33	.00	7,358.33
41-21010	.00	871.15-	871.15-
41-405-62740	871.15	.00	871.15
51-21010	.00	73,630.21-	73,630.21-
51-405-62050	56.28	.00	56.28
51-405-62138	300.00	.00	300.00
51-405-62201	54.79	.00	54.79
51-405-62210	178.00	.00	178.00
51-405-62800	1,275.00	.00	1,275.00
51-405-62820	48,515.00	.00	48,515.00
51-405-62821	12,577.00	.00	12,577.00
51-405-62900	191.08	.00	191.08
51-406-62050	14.06	.00	14.06
51-406-62820	8,315.00	.00	8,315.00

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
51-406-62821	2,154.00	.00	2,154.00
56-21010	.00	14,729.93-	14,729.93-
56-451-63941	14,729.93	.00	14,729.93
Grand Totals:	101,847.09	101,847.09-	.00

Report Criteria:  
Report type: GL detail

**CASCADE LOCKS STAFF REPORT**

Date Prepared: April 21, 2015 and May 4, 2015

For City Council Meeting on: April 27, 2015 and May 11, 2015

TO: Honorable Mayor and City Council

PREPARED BY: Gordon Zimmerman, City Administrator

SUBJECT: Selection of Auditor

SYNOPSIS: We received three responses to our request for proposals for audit services. The proposals are attached. The financial impact follows:

Audit Firm		1st Year	2nd Year	3rd Year	Total
<b>Dickey and Tremper</b>	<b>Pendleton</b>				
	Audit	\$ 26,910	\$ 27,717	\$ 28,549	\$ 83,176
	Single Program	<u>\$ 3,000</u>	<u>\$ 3,090</u>	<u>\$ 3,183</u>	<u>\$ 9,273</u>
	Total	\$ 29,910	\$ 30,807	\$ 31,732	\$ 92,449
<b>Merina &amp; Company</b>	<b>West Linn</b>				
	Audit	\$ 25,500	\$ 26,250	\$ 27,000	\$ 78,750
	Single Program	<u>\$ 3,000</u>	<u>\$ 3,090</u>	<u>\$ 3,183</u>	<u>\$ 9,273</u>
	Total	\$ 28,500	\$ 29,340	\$ 30,183	\$ 88,023
<b>Onstott, Broehl, &amp; Cyphers</b>	<b>The Dalles</b>				
	Audit	\$ 24,750	\$ 25,000	\$ 25,500	\$ 75,250
	Single Program	<u>\$ 1,200</u>	<u>\$ 1,250</u>	<u>\$ 1,300</u>	<u>\$ 3,750</u>
	Total	\$ 25,950	\$ 26,250	\$ 26,800	\$ 79,000

CITY COUNCIL OPTIONS: Choose one of the three proposals.

RECOMMENDED MOTION: "I move to accept the proposal from \_\_\_\_\_ for audit services for the next three years for the City of Cascade Locks."

Financial Review and Status: This is a budgeted line item. We have budgeted \$27,250 in the proposed budget for this year which does not cover the proposals from Dickey and Tremper or Merina. If one of them is selected, we will have to adjust the budget.

**Legal Review and Opinion:** In answer to the question “Is the Council bound to go with the lowest proposal,” the City Attorney responded with:

“This is an intermediate proposal under ORS 279B.070. It is for contracts from \$10,000 to \$150,000. Under 279B.070(4): If a contracting agency awards a contract, the contracting agency shall award the contract to the offer or whose quote or proposal will best serve the interests of the contracting agency, taking into account price as well as considerations including, but not limited to, experience, expertise, product functionality, suitability for a particular purpose and contractor responsibility under ORS 279B.110.”

All of these bids seem responsible and could serve the best interests of the City. We know Onstott is responsible because we currently use them. Merina and Company is the city’s auditor for the Transient Room Tax program. Dickey and Tremper have several municipal clients. The Council must have a legitimate, objective, defensible reason for whichever firm selected.

Selection of an auditor is critical at this time for our water project. We have to supply a copy of the contract with our audit firm as one of the mileposts in the stack of paperwork for the project. While we have received approval of the engineering contract, we have not yet received the letter of conditions that is required before we can move ahead with financing the project. I would not want to see the selection delayed because it could impact our water project.

**May 4 Addition**

The vote at the last Council Meeting on the motion to appoint Onstott as the City Auditor failed on a 3-3 vote.

If Merina and Company are appointed the City Auditor, it would be a conflict of interest for her to continue being the TRT Auditor. In essence she would be auditing her work that brings in (or verifies) revenue brought in by her TRT audits. We would need to seek a new auditor to perform that function for the City.

AGENDA ITEM NO: 50

## CASCADE LOCKS STAFF REPORT

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**Date Prepared:** May 4, 2015

**For City Council Meeting on:** May 11, 2015

**TO:** Honorable Mayor and City Council

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

**SUBJECT:** First Reading of Ord. No. 438 Granting CATV Franchise to Gorge.Net

**SYNOPSIS:** This is the ordinance which completes the sale of the cable TV system to Gorge.Net. This is the first reading. The second reading by title only and vote will occur at the joint City Council/Port Commission meeting on May 21, at 6:00 p.m. in the City Council Chambers.

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

**RECOMMENDED MOTION:** This is the first reading. After the second reading, the motion would be: "I move to approve Ord. No. 438 granting a franchise for cable TV system to Gorge.Net."

**ORDINANCE NO. 438**

**AN ORDINANCE GRANTING A FRANCHISE TO GORGE NETWORKS, INC., AN OREGON CORPORATION, ITS SUCCESSORS AND ASSIGNS TO CONSTRUCT, OPERATE AND MAINTAIN CABLE AND COMMUNICATIONS SYSTEMS IN THE CITY OF CASCADE LOCKS, AND SETTING FORTH THE TERMS AND CONDITIONS ACCOMPANYING THE GRANT OF FRANCHISE**

**THE CITY OF CASCADE LOCKS, HOOD RIVER COUNTY, OREGON, ORDAINS AS FOLLOWS:**

**A. General Provisions**

(1) Purpose and Intent. The purpose and intent of this Ordinance is to:

a. Comply with the provisions of the 1996 Telecommunications Act and Cable Communications Policy Act of 1984, as they both may be amended from time to time, and as they apply to local governments, cable and communications services providers and the services those providers offer;

b. Promote competition in the provision of cable and communications services on a competitively neutral basis;

c. Encourage the provision of advanced and competitive cable and communications services on the widest possible basis to businesses, institutions, and residents of the City;

d. Grant a non-exclusive Cable and Communications System franchise to Gorge Networks Inc., referred to as "Grantee" in this Ordinance;

e. Provide for generally applicable regulations and standards applicable to Grantee and other's use of the public rights of way for location of utility facilities; and

f. Comply with the requirements of Ordinance 435, Public Right of Way Management Ordinance. In the event of a conflict between this Ordinance and Ordinance 435, the provisions of this Ordinance will control, unless preempted by state or federal law as provided in Section O(3).

(2) Regulatory Fees and Compensation Not a Tax

a. The fees and costs provided for in this Ordinance, and any compensation

charged and paid for use of the public rights of way provided for in this Ordinance, are separate from, and in addition to, any and all federal, state, local and City taxes as may be levied, imposed or due from a cable or communication service provider, its customers or subscribers, or on account of the lease, sale, delivery or transmission of cable or communication services.

b. The City has determined that any fee imposed by this Ordinance is not subject to the property tax limitations of Article XI, Sections 11 and 11b of the Oregon Constitution. These fees are not imposed on property or property owners. These fees are not new or increased fees.

c. The fees and costs provided for in this Ordinance are subject to applicable federal and state laws.

(3) Definitions. For the purpose of this Ordinance, Ordinance 435, Section B and the meanings given to the following terms, phrases, words and their derivations apply, unless specifically defined below.

“Aboveground Facilities” - see "Overhead Facilities."

“Affiliated Interest”

“Basic Cable Services” means any service tier for any cable service provided by Grantee.

“Cable Facilities or System”

“Cable Service”

“City”

“City Council”

“City Property”

“Communications Facilities or System”

“Communications Provider”

“Communications Service”

“Conduit”

“Customer”

“Days”

“Duct”

“Effective Date” is the effective date of the franchise granted under this Ordinance which is July 1, 2015, or 30 days after final passage of the Ordinance by the City Council, whichever occurs first, unless Grantee fails to file a written acceptance of this franchise within 30 days of the date of final passage of this Ordinance, in which case the franchise shall be null and void.

“Facilit(y)ies”

“Franchise”

“Gross Revenues”

“Overhead Facilities” or “Aboveground Facilities”

“Public Right(s) of Way”

“Underground Facilities”

“User”

“Utility Easement”

“Utility facilities”

**B. Grant of Franchise**

(1) Rights Granted. Subject to the terms and conditions of this Ordinance, City hereby grants to Gorge Networks Inc., an Oregon corporation (“Grantee”) the non-exclusive right to own, construct, operate and maintain a Cable System and Communications System on, in, under and along the City’s public right of way within City limits in order to provide Cable and Communications Services. No right, title or interest in the public rights of way is conveyed by this Ordinance.

(2) Term of Grant. The term of the franchise granted by this Ordinance is from the Effective Date for a period of ten (10) years, unless extended or terminated as provided below. The term will be automatically extended for one additional five (5) year term if

neither party gives notice of intent to terminate the franchise no less than 12 months prior to the end of the initial term.

(3) Franchise Territory. The service area for the franchise granted under this Ordinance is limited to the corporate limits of the City.

(4) Proration of Programming Costs. City and Grantee shall prorate the programming costs associated with the Cable Service as of the Effective Date and Grantee shall reimburse City for any programming costs paid by the City and applicable after the Effective Date. Programming costs are those costs paid to programming providers under the programming contracts shown on Exhibit B of the Cable Network Operations Assumption Agreement dated June 3, 2014, between Grantee and City.

C. Franchise Fee As compensation for the benefits and privileges under its franchise, and in consideration of permission to use the City's rights of way, the grantee shall pay a franchise fee to the City during the term of its franchise, as follows:

(1) Establishment of Franchise Fee. The franchise fee shall be seven percent (7%) of Gross Revenue as defined by Ordinance No. 435. The franchise fee does not cover pole attachments or lease of equipment and facilities, both of which are provided for separately from this Ordinance. The franchise fee shall be calculated and collected in accordance with state and federal laws governing franchise fees.

(2) Franchise Payments; Interest on Late Payments. Subject to Subsection 6 below, fee payments shall be transmitted on an annual basis based on Gross Revenues for the prior calendar year. The supporting information and payment (if any) shall be made no later than 45 days following the end of the calendar year. If a franchise fee payment is not received by the City on or before the due date, or is underpaid, Grantee shall pay in addition to the payment or sum due interest from the due date at a rate equal to the statutory interest rate on judgments in the State of Oregon.

(3) Supporting Information. Each franchise fee payment shall be accompanied by a written report showing the basis for the franchise fee computation showing, at a minimum, service charges received, usage based charges, other charges included in Gross Revenues, and franchise fees collected whether or not billed as a separate line item on customer's bills. The written report must also provide detailed information regarding investment in the fiber plant upgrade supporting the franchise fee payment or credit (see Subsection 6 below). If a franchise fee credit is applicable, the report shall provide supporting information showing the basis for the credit computation.

(4) Inspection of Books and Records; Audit of Payments; No Waiver.

a. City, or its designee, may inspect Grantee's books of accounts relative to the franchise granted by the Ordinance at any time during regular business hours, including for purposes of an audit. City, or its designee, shall provide no less than 10 days prior written notice of its desire to inspect Grantee's books and records. Grantee may designate as confidential any information that it considers confidential. City shall take reasonable steps to protect the confidential nature of the information designated as confidential to the extent permitted by the Oregon Public Records Law.

b. City, or its designee, may conduct an audit of Grantee's books of accounts relative to the franchise granted by this Ordinance no more than once per year during the term of the franchise. Grantee shall cooperate in good faith and respond within a reasonable time to audit inquiries. City shall provide Grantee no less 30 days prior written notice of its intent to conduct an audit.

c. No acceptance of any payment shall be construed as City's agreement that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim City may have. Notwithstanding the foregoing, the period of limitation for recovery of any franchise fee payable under this Ordinance is 3 years from the date on which payment was due.

(5) Payment on Termination. If the franchise terminates for any reason, Grantee shall file with City within 60 calendar days of the date of termination the final franchise fee supporting information and payment (if any) for the period since the end of the previous calendar year.

(6) Franchise Fee Credit/Plant Investment. In consideration of the grant of this franchise, Grantee agrees to invest in the Cable and Communications Systems to convert all or a portion of the existing cable plant to a fiber optic system or to a later DOCSYS standard that supports higher internet speeds (either or both are referred to in this Ordinance as the fiber plant upgrade). A portion of the funding for this investment will come from franchise fee credits and a portion of the funding will come from Grantee's own funds. In order to be eligible for a franchise fee credit, Grantee must annually invest in fiber plant upgrade an amount equal to 200% or more of the total franchise fee due for that year. The franchise fee credit will expire after 7 years. If the annual accounting show that Grantee did not invest an amount equal to 200% of the total franchise fee due for the year, then Grantee shall be required to pay 100% of the amount of franchise fees that would have been due and payable for that year to the City and the City's obligation to reimburse franchise fees to Grantee shall be revoked. Investments by Grantee in excess of the total annual franchise fee shall be carried forward and measured as investments against franchise fees for subsequent years. For example, if Grantee invests \$50,000 in 2015, and total franchise fees for 2015 are \$10,000, Grantee will carry forward a credit equal to \$30,000 ( $\$50,000 - (200\% \times \$10,000) = \$30,000$ ) as investment in years 2016 and thereafter.

a. For purposes of this Section 6, the following qualify as fiber plant upgrade:

- (i) Upgrades to the CMTS to support higher DOCSYS standard;
- (ii) Adding fiber termination equipment to any portion of the network;
- (iii) Installing fiber as a replacement of existing cable plant;
- (iv) Installing fiber to locations not currently served by the cable plant;
- (v) Crossing the Bridge of the Gods with fiber;
- (vi) Other upgrades the parties agree in writing qualify as fiber plant upgrade.

**D. PEG Services: Government Access**

(1) PEG Access Channels. PEG Access Channels are video channels provided without charge for non-commercial public, educational, or governmental use for the transmission of video programming. At a minimum and at no cost to City, Grantee shall provide one dedicated PEG access channel for cable service customers. City, or its designee, will be responsible for administering any PEG access channels.

(2) PEG Connection and Transmission. Grantee shall provide, install and maintain in good working order the equipment necessary for transmitting the PEG programming video signals produced by City for transmission via a quality signal (per FCC regulations) to Grantee's customers. The headend location is currently at City Hall, but the City may change the headend location at any time at City's expense.

(3) Elimination of PEG Access: Alternative Means. The obligation to support PEG access channels may be eliminated on those sections of the network for which cable connections have been replaced with fiber. If PEG access channels are eliminated, GorgeNet shall provide an alternative means over the new network for the City to broadcast City programming, such as City Council meetings, Port District meetings, and other similar governmental programming. The alternative means must be available to the customer at such time as they are disconnected from the cable network and connected to the new network.

**E. Training Support** If Grantee requests training or other support services from City staff, Grantee shall pay for the training or support at an hourly rate agreed upon by the parties.

**F. Operational Standards/Customer Service** Subject to circumstances beyond Grantee's control, such as natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions, the services provided by Grantee shall comply with the following provisions.

(1) Operational Standards. Grantee shall operate and maintain the cable and

communications systems in full compliance with applicable standards set forth by the Federal Communications Commission. Grantee shall employ ordinary care and install and maintain in use commonly accepted methods and devices for preventing interruptions or outages, and failures and accidents which are likely to cause damage, injuries and nuisances to the public. All parts of the cable and communications systems shall at all times be kept and maintained in a safe and suitable condition, and in good order and repair.

(2) Cable Services. Grantee shall make available a variety content representing the three major networks and population center of Portland; Oregon Public Broadcasting; news, sports and programming of general interest; and a local weather channel. These services may be provided directly by Grantee or made available to customers via a third party programming provider.

(3) Communications Services. Grantee shall make available internet access at speeds competitive with other service offerings in available to the City.

(4) Customer Complaints. Grantee shall promptly resolve customer problems and complaints. Grantee shall keep a record of all customer complaints covering the most current 12 month period and provide a copy to City upon request for City's review. Customers must file complaints with the PUC when required by PUC guidelines or regulations.

(5) Telephone Availability. Grantee shall maintain a toll-free number to receive calls and inquiries from its customers and/or residents within the franchise area. Grantee representatives trained and qualified to answer questions related to the services provided must be available during normal business hours.

(6) Installation and Service Appointments. All installations must be made as promptly as possible and in accordance with FCC rules. Grantee must provide for the pick up or drop off of equipment free of charge in one of the following manners: (a) by using a mailer; (b) by having Grantee's representative going to the service location; or (c) by establishing a local business office within the franchise area.

(7) Billing and Rates. All rates and charged must comply with applicable law. Grantee's rates must be reasonable and may permit Grantee to earn profits sufficient to attract capital and provide a fair and reasonable return to Grantee. Grantee shall maintain a complete current schedule of rates and charges on file with City during the term of this franchise. Customer bills must be itemized to describe the services purchased and related equipment charges. Grantee must provide customers with the option of paying by: (a) check; (b) credit card; (c) on-line payment; or (d) drop box or pay station location within City limits that is ADA accessible. Based on credit history, Grantee may limit payment alternatives for a customer.

(8) Repair Requests. Grantee shall respond to repair requests and restore service promptly and as soon as practical.

(9) Service Interruptions. Grantee shall interrupt service only for good cause and for the shortest time possible. Grantee shall notify its customers in advance of any planned interruptions.

(10) Leased Capacity. Grantee may offer or provide excess capacity or bandwidth to third parties provided that Grantee notifies the City that such lease or agreement has been approved.

**G. Renewal of Franchise** To the extent that this franchise covers provision of cable service, the parties agree that renewals of this franchise will be governed by and comply with the provisions of Section 652 of the Cable Communications Act. The parties may agree to include renewal of the communications service franchise as part of the cable service renewal process, but either party may choose to sever the renewal process upon 5 business days written notice to the other party.

**H. Assignment or Transfers of Systems or Franchise** Ownership or control of the cable and/or communications systems or franchise may not directly or indirectly be transferred, assigned or disposed of by sale, lease, merger, consolidation or other act of the Grantee, by operation of law or otherwise, without the prior consent of the City, which consent may not be unreasonably withheld or delayed, and then only on the reasonable conditions as may be prescribed in the consent. Conditions may include, but are not limited to, the following:

(1) Grantee and the proposed assignee or transferee of the franchise or system agree, in writing, to assume and abide by all of the provisions of the franchise.

(2) No transfer will be approved unless the assignee or transferee has the legal, technical, financial and other requisite qualifications to own, hold and operate the system(s) pursuant to this Ordinance.

(3) Grantee reimburses the City for all direct and indirect fees, costs, and expenses reasonably incurred by the City in considering a request to transfer or assign the franchise.

(4) Any transfer or assignment of this franchise, system or integral part of a system without prior approval of the City under this Section is void and is cause for revocation of the franchise.

**I. Revocation or Termination of Franchise** This franchise City may be revoked for any of the following reasons:

(1) Construction or operation in the City or in the public rights of way of the City without a construction permit.

(2) Construction or operation at an unauthorized location.

(3) Failure to comply with Section H with respect to sale, transfer or assignment of a system or franchise.

(4) Misrepresentation by or on behalf of Grantee in any application to the City.

(5) Abandonment of facilities in the public rights of way.

(6) Failure to relocate or remove facilities as required by City.

(7) Failure to pay taxes, compensation, fees or costs when and as due the City under this Ordinance.

(8) Insolvency or bankruptcy of Grantee.

(9) Violation of material provisions of this Ordinance.

**J. Notice and Duty to Cure.** In the event that the City believes that grounds exist for revocation of this franchise, the City shall give Grantee written notice of the violation or noncompliance, providing a short and concise statement of the nature and general facts of the violation or noncompliance, and providing Grantee a reasonable period of time not exceeding thirty (30) days, to furnish evidence that:

(1) Corrective action has been, or is being actively and expeditiously pursued, to remedy the violation or noncompliance;

(2) Rebutts the alleged violation or noncompliance; and/or

(3) It would be in the public interest to impose some penalty or sanction less than revocation.

(4) In the event that a grantee fails to provide evidence reasonably satisfactory to the City as provided above, the City Administrator may refer the alleged violation or non-compliance to the City Council. The City Council shall provide Grantee with notice and a reasonable opportunity to be heard concerning the matter. If persuaded that Grantee has

violated or failed to comply with one or more material provisions of this Ordinance, the City Council shall determine whether to revoke the franchise, or to establish some lesser sanction and cure, considering the nature, circumstances, extent and gravity of the violation as reflected by one or more of the following factors. Whether: (a) the misconduct was egregious; (b) substantial harm resulted; (c) the violation was intentional; (d) there is a history of prior violations of the same or other requirements; (e) there is a history of overall compliance; or (f) the violation was voluntarily disclosed, admitted or cured.

**K. General Franchise Terms**

(1) Facilities. Upon request, Grantee shall provide the City with an accurate map or maps certifying the location of all facilities within the public rights of way. Grantee shall provide updated maps annually. Within 30 days of the effective date of this Ordinance, City shall provide Grantee with an accurate map that indicates which facilities are currently located within the City's right of way. If available, the parties shall provide each other with GIS maps.

(2) Damage to Grantee's Facilities. Unless directly and proximately caused by willful, intentional, or malicious acts of the City, the City shall not be liable for any damage to or loss of any facility within the public rights of way of the City, or for any consequential losses resulting directly or indirectly therefrom, as a result of or in connection with any public works, public improvements, construction, excavation, grading, filling, or work of any kind in the public rights of way by or on behalf of the City, or by any other person working within the rights of way.

**L. Insurance; Indemnity; Performance Bond**

(1) Insurance.

a. Grantee shall maintain in full force and effect, at its own cost and expense, during the franchise term, a comprehensive liability policy naming the City as an additional insured and written by a company authorized to do business in Oregon, with combined single limits of not less than \$2,000,000 to cover the construction, operation and maintenance of the Cable and Communications Systems and the conduct of Grantee's Cable and Communicates Services in the franchise area. Grantee shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this Ordinance. Upon written request, Grantee shall deliver to City a Certificate of Insurance showing evidence of the required coverage.

b. As an alternative to the insurance requirements of this Section, Grantee may provide evidence of self-insurance subject to review and acceptance by the City.

(2) Indemnification.

a. Grantee agrees to defend, indemnify, save, and hold the City and its officers, employees, agents and representatives harmless from and against any liability for damages or claims, including reasonable attorney's fees and costs of suit or defense, arising out of, resulting from, or alleged to arise out of or result from the negligent, careless or wrongful acts, omissions, failures to act or misconduct of the Grantee or its affiliates, officers, employees, agents, contractors or subcontractors in the construction, operation, maintenance, repair or removal of its facilities, and in providing or offering services, whether such acts or omissions are authorized, allowed or prohibited by this Ordinance.

b. Subject to the applicable Tort Claim Limits under Oregon law, City agrees to defend, indemnify, save and hold Grantee and its officers, agents, employees and representatives harmless from and against any liability for damages or claims resulting from the willful misconduct or negligence of the City, its officers, employees, agents, and representatives, or from any activity or function conducted by any person other than Grantee in connection with the PEG Channels.

c. If any claim is asserted against a party that would give rise to a claim by that party against the other for indemnification under this Section, then the party to be indemnified will promptly give written notice to the indemnifying party concerning such claim and the indemnifying party will, at no expense to the indemnified party, defend the claim.

(3) Performance Surety. Grantee shall provide a performance bond, or other security, in the amount of \$10,000 and in form and substance acceptable to the City, as security for the full and complete performance of the franchise granted under this Ordinance. Once Grantee invests a total of not less than \$50,000 in fiber plant upgrade, the requirement to provide performance surety shall automatically terminate.

**M. Construction Standards and Permits** All construction, installation, or operation of any facilities within a public right of way must be carried out in accordance with Ordinance No. 435, and consistent with all applicable codes, rules, and regulations.

**N. Location of Facilities** All facilities located within the public right of way shall be constructed, installed and located in accordance with Ordinance No. 435. This provision does not apply to any facilities that are not in compliance with Ordinance No. 435 as of the effective date of this Ordinance. However, if Grantee moves or alters noncompliant facilities, then the facilities shall be altered, replaced or relocated in compliance with Ordinance No. 435.

**O. Miscellaneous Provisions**

(1) Governing Law. The franchise granted under this Ordinance is subject to the provisions of the Constitution and laws of the United States, and the State of Oregon and the ordinances and Charter of the City.

(2) Nonexclusive Grant. The franchise granted under this Ordinance does not confer any exclusive right, privilege, license or franchise to occupy or use the public rights of way of the City for delivery of Cable or Communications Services or any other purposes.

(3) Severability and Preemption. If any article, section, subsection, sentence, clause, phrase, term, provision, condition, covenant or portion of this Ordinance is for any reason held to be invalid or unenforceable by any court of competent jurisdiction, or superseded by state or federal legislation, rules, regulations or decision, the remainder of the Ordinance shall not be affected as a result, but shall be deemed as a separate, distinct and independent provision and the holding shall not affect the validity of the remaining portions of this Ordinance and each remaining section, subsection, sentence, clause, phrase, provision, condition, covenant and portion of this Ordinance shall be valid and enforceable to the fullest extent permitted by law. In the event that federal or state laws, rules or regulations preempt a provision or limit the enforceability of a provision of this Ordinance, then the provision shall be read to be preempted only to the extent required by law. In the event the federal or state law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision of this Ordinance that had been preempted is no longer preempted, the provision shall then return to full force and effect, and shall thereafter be binding, without the requirement of further action on the part of the City.

(4) Other Remedies. Nothing in this Ordinance shall be construed as limiting any judicial remedies that the City may have, at law or in equity, for enforcement of this Ordinance.

(5) Captions. The captions to sections throughout this Ordinance are intended solely to facilitate reading and reference to the sections and provisions contained in this Ordinance. The captions shall not affect the meaning or interpretation of this Ordinance.

(6) Consent. Wherever the consent of either the City or of the Grantee is specifically required by this Ordinance, consent will not be unreasonably withheld.

(7) Confidentiality. The City agrees to use its best efforts to preserve the confidentiality of information contained in public records as specified and requested by Grantee,

to the extent permitted by the Oregon Public Records Law.

(8) Notices. All notices and other communications under this Ordinance must be in writing and will be deemed to have been given if delivered personally, sent by e-mail (with confirmation of receipt), mailed by certified mail, or delivered by an overnight delivery service (with confirmation) to the parties at the addresses first written above (or at such other address or facsimile number as a party may designate by like notice to the other parties). Any notice or other communication will be deemed to be given (a) on the date of personal delivery, (b) at the expiration of the 3rd day after the date of deposit in the United States mail, or (c) on the date of confirmed receipt by e-mail or overnight delivery service.

**ADOPTED** by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2015.

**APPROVED** by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2015.

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

ATTEST:

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

First Reading Approved: \_\_\_\_\_; Ayes \_\_\_\_\_; Nays \_\_\_\_\_

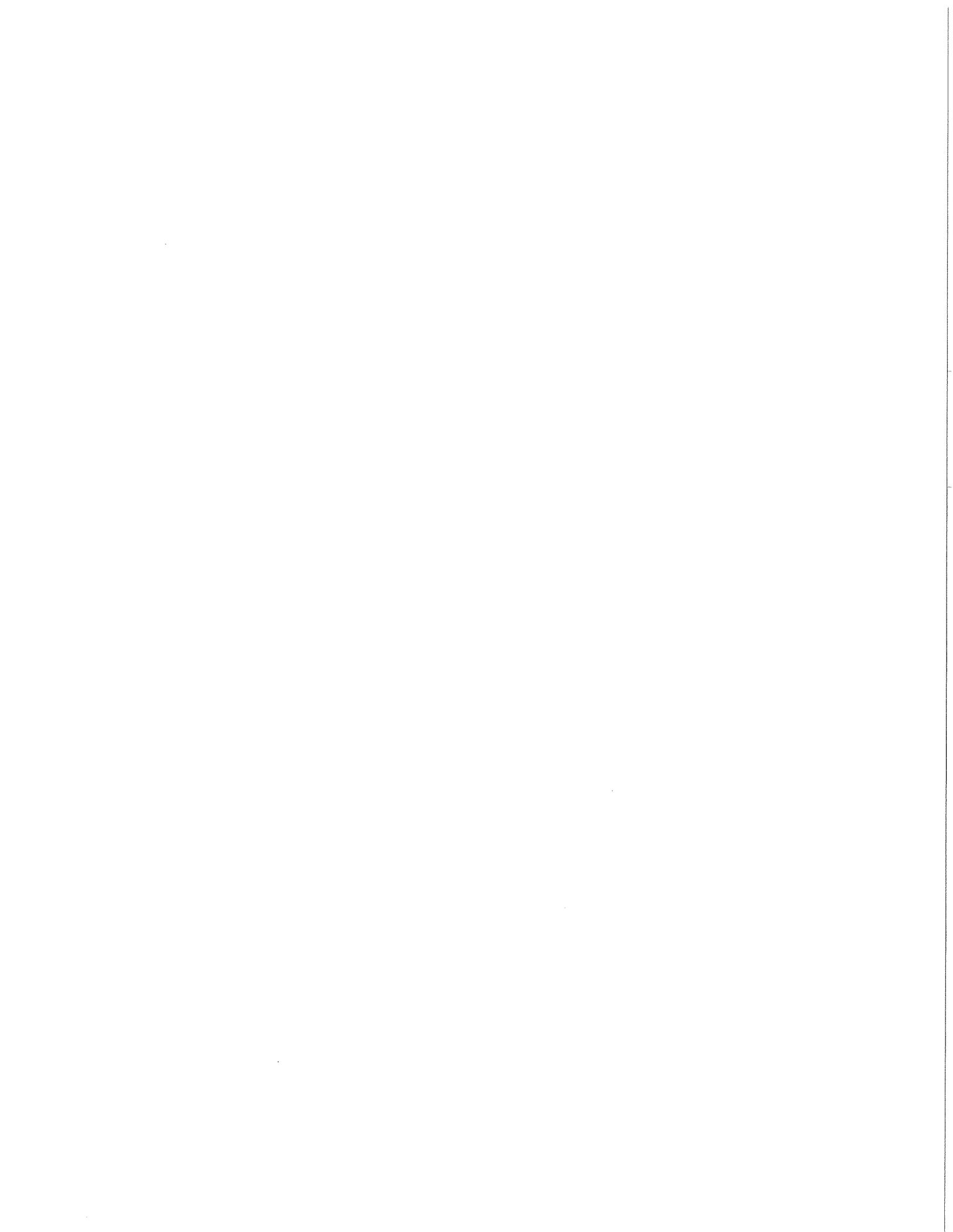
Second Reading Approved: \_\_\_\_\_; Ayes \_\_\_\_\_; Nays \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Alexandra Sosnkowski  
City Attorney

ACCEPTED and agreed to by Gorge Networks Inc. this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 2015, by Dan Bubb, its President.

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AGENDA ITEM NO: 5d

**CASCADE LOCKS STAFF REPORT**

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**Date Prepared:** May 4, 2015

**For City Council Meeting on:** May 11, 2015

**TO:** Honorable Mayor and City Council

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

**SUBJECT:** Approval of Head End Facility Lease with Gorge.Net.

**SYNOPSIS:** With the sale of the cable TV system to Gorge.net, the City needs to lease the head end room to Gorge.Net. The attached lease as developed by the City Attorney accomplishes that lease.

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

**RECOMMENDED MOTION:** "I move to approve the Head End Facility Lease with Gorge.Net."

## HEAD END FACILITY LEASE

DATE: July 1, 2015

PARTIES: CITY OF CASCADE LOCKS  
PO Box 308  
Cascade Locks, OR 97014

"City"

GORGE NETWORKS INC.  
PO Box 1107  
Hood River, OR 97031  
541 386 8300

"GorgeNet"

City leases to GorgeNet and GorgeNet leases from City the property described in the following Section 1 (the "Premises") on the terms and conditions stated below:

**Section 1. Lease Terms.** Subject to the terms and conditions of this Lease, City hereby leases to GorgeNet and GorgeNet hereby leases from City the Premises.

**1.1 Premises:** The head end facilities ("Premises") in the Head End Building (the "Building"). The Head End Building is located at 140 SW WaNaPa Street, Cascade Locks, Hood River County, Oregon, on the real property described in Exhibit A ("Land").

**1.2 Permitted Use of Premises:** Head end facilities for GorgeNet's cable internet services being provided pursuant to GorgeNet's franchise with the City pursuant to Ordinance No. 438 ("Franchise"). The use described in this Section 1.2 is referred to in this Lease as the Permitted Use.

**1.3 Term of Lease:** The lease will commence as of the date first written above ("Start Date") and continue in effect concurrently with the term of the Franchise, including any renewal term(s), unless sooner terminated as provided below. GorgeNet may terminate this lease upon giving 60 day advance written notice to the City.

**1.4 Base Rent:** \$100 per month, subject to Sections 2.2 and 2.3.

**1.5 Delivery of Possession and Commencement.** GorgeNet is currently in possession of the Premises pursuant to the Cable Network Operations Assumption Agreement dated June 3, 2014, between the parties. GorgeNet acknowledges that GorgeNet accepts the Premises "AS-IS, WHERE IS" and as suitable for GorgeNet's intended use, in good and sanitary operating order, condition, and repair, and without representation or warranty by City as to the condition, use, or occupancy that may be made thereof.

**1.6 Parking.** During the term of this Lease, City will make available to GorgeNet and GorgeNet's employees one parking space in the parking area servicing the Building.

## **Section 2. Rent Payment**

**2.1 Rent.** GorgeNet will pay to City all Rent for the Premises without demand, deduction, or offset, except as may otherwise be provided in this Lease or the terms of the Franchise. The term *Rent* as used in this Lease includes Base Rent, Additional Rent (as defined below), and all other sums due under the Lease.

**2.1.1** Base Rent is payable by GorgeNet monthly and shall be transmitted to the City by the 10<sup>th</sup> day of each month. Base Rent for any partial calendar month will be prorated based on a 30 day month for the number of days during the partial month the Premises are occupied by GorgeNet under this Lease.

**2.2 Rent Escalation.** The Base Rent as set forth in Section 1.4 will increase on the first day of each calendar year beginning in 2016 by the CPI-West-Size Class B/C published in the October issue of the Local Government Personnel Institute Newsletter.

**2.3 Additional Rent.** The term *Additional Rent* means amounts set forth under this Section 2.3 and any other sums payable by GorgeNet to City under this Lease.

**2.3.1 Electrical Charges.** The Base Rent covers both the lease of the Premises in the amount of \$50.00 and GorgeNet's electrical usage in the amount of \$50.00, as reasonably estimated and agreed to by the parties. At such time as the City installs a separate electrical meter for the Premises to measure GorgeNet's electrical usage, the amount of the Base Rent shall be reduced to \$50.00 for lease of the Premises, plus any applicable rent escalation as provided in Section 2.2 and GorgeNet shall pay for its actual metered usage on the same terms and conditions as other electrical customers of the City.

**2.3.2 Taxes.** The term *Taxes* includes all ad valorem and other real property taxes and assessments levied or imposed by any governmental authority with respect to the Land or Building by reason of GorgeNet's occupation or use of the Land or Building. In addition, GorgeNet will pay before delinquency all taxes, assessments, licenses, fees, and charges assessed, imposed, or levied on (a) GorgeNet's business operations, (b) all trade fixtures, (c) leasehold improvements, (d) equipment, and (e) other personal property in or about the Premises.

**2.4 Late Charge; Interest.** Rent not paid when due will bear interest until paid at the rate equal to the statutory interest rate on judgments in the State of Oregon.

**2.5 Prepaid Rent.** Concurrently with the execution of this Lease by GorgeNet, GorgeNet will pay the Base Rent for the remainder of the calendar year.

### **Section 3. Use of Premises**

**3.1 Permitted Use.** GorgeNet may use the Premises for GorgeNet's Permitted Use and for no other purpose without City's written consent. GorgeNet understands and agrees that its use of the Head End Building is non-exclusive. The City retains the right to enter the Building, but not the Premises, without notice at any time. In addition to the foregoing, GorgeNet shall:

**3.1.1.** Keep the Premises in as good condition as it was as of the Start Date, reasonable wear and tear excepted.

**3.1.2.** Properly dispose of waste in a clean and sanitary manner.

**3.1.3.** Not permit any nuisance or waste.

**3.1.4.** Not allow or permit any lien or encumbrance to be attached to the Premises, Building or Land.

**3.1.5** Not use the Premises in a manner that obstructs, annoys, or interferes with the rights of other occupants of the Building.

**3.2 Equipment.** GorgeNet will install only such equipment and make those improvements in the Premises as are customary for the Permitted Use and will not overload the floors or electrical circuits of the Premises or Building or change the wiring or plumbing of the Premises or Building.

### **Section 4. Maintenance and Repair**

**4.1 City Repairs.** City will repair, maintain, and/or replace, where necessary, the roof, foundation, exterior walls, interior structural walls, all structural components, and all systems such as mechanical, electrical, HVAC, and plumbing systems of or in the Building and the Premises. GorgeNet expressly waives the benefits of any statute now or later in effect that would otherwise give GorgeNet the right to make repairs at City's expense and deduct that cost from Rent owing to City. GorgeNet is otherwise required to make all other repair and maintenance to the Premises and to any other equipment, improvements and fixtures on the Premises.

### **Section 5. Alterations**

**5.1 Alterations by City.** As long as the modification, alteration, or change does not materially interfere with the operation by GorgeNet of its business in the Premises, City may modify, alter, or change any improvements in the Building, the parking area, and other Common Areas.

**5.2 Alterations by GorgeNet.** GorgeNet will not make any alterations, additions, or improvements to the Premises or the Building that require a local government building permit, or install any wall without obtaining City's prior written consent, which consent the City will not unreasonably withhold. All alterations will be performed in a manner so as to minimize any interference with the quiet enjoyment of other occupants of the Building. Except for removable equipment and unattached movable trade fixtures, all improvements, alterations, wiring, cables,

or conduit installed by GorgeNet will immediately become part of the Premises, with title vested in City. City may require that GorgeNet remove any such improvements, alterations, wiring, cables, or conduit installed by or for GorgeNet and restore the Premises to good condition and repair upon expiration or earlier termination of this Lease. All work in the Premises by or at GorgeNet's request must comply with all applicable Laws. GorgeNet will not permit any liens to attach to the Building or GorgeNet's interest in the Premises as a result of any work performed by or at GorgeNet's request.

## **Section 6. Utilities and Services**

**6.1 General.** City will furnish water and electricity to the Building at all times and will furnish heat, ventilation, and air conditioning (if the Building is air conditioned), at Building standard levels consistent with general office use, during the normal Building hours as reasonably established by City. Unless caused by the negligence or intentional misconduct of City, interruption of any service or utility will not render City liable to GorgeNet for damages, relieve GorgeNet from performance of GorgeNet's obligations under this Lease, or be deemed an eviction or disturbance of GorgeNet's use and possession of the Premises.

## **Section 7. Signs and Other Installations**

No signs, awnings, or other apparatus will be painted on or attached to the Building or anything placed on any glass or woodwork of the Premises or positioned so as to be visible from outside the Premises, including any window covering (e.g., shades, blinds, curtains, drapes, screens, or tinting materials) without City's written consent, and City's approval of design, size, location, and color. All signs installed by GorgeNet will comply with City's standards for signs and all applicable codes. All signs and sign hardware will be removed by GorgeNet, at GorgeNet's sole cost and expense, upon termination of this Lease, with the sign location restored to its former state unless City elects to retain all or any portion thereof. City will provide GorgeNet with Building-standard signage located adjacent to the entry doorway of the Premises and on the Building directory.

## **Section 8. Insurance**

GorgeNet, at its expense, will maintain at all times during the Term of this Lease, commercial general liability insurance naming City as an additional insured, with a combined single limit of not less than \$2,000,000.00 covering the Premises and the Permitted Use. GorgeNet shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this Section 8. Upon written request, GorgeNet shall deliver to City a Certificate of Insurance showing evidence of the required coverage.

## **Section 9. Indemnity**

**9.1 Reciprocal Indemnification:** Each party will indemnify, defend, and hold harmless the other party and its respective officers, employees, agents and representatives from and against any and all third-party claims for bodily injury and/or property damage arising from or in connection with any accident, injury, or damage, even if caused in part by the negligence of the indemnitee or its partners, directors, officers, agents, and employees occurring in, at, or on an

area under the care, custody, and control of the indemnitor, together with all costs, expenses, and liabilities incurred or in connection with each such claim, action, or proceeding brought thereon, including, without limitation, all attorney fees and expenses at trial and on appeal.

**9.2 Survival.** The provisions of this Section 9 will survive the termination of this Lease.

## **Section 10. Fire or Casualty**

**10.1 Major Damage.** In case of Major Damage, City or GorgeNet may elect to terminate this Lease by notice in writing to the other party within thirty (30) days after the date of the Major Damage. *Major Damage* means damage by fire or other casualty to the Building or the Premises that causes the Premises or any substantial portion of the Building to be unusable the repair of which will cost more than twenty-five percent (25%) of the replacement value of the Building. If neither City nor GorgeNet terminates this Lease after any Major Damage, or if damage occurs to the Building or Premises that is not Major Damage, City will promptly restore the Premises to the condition existing immediately before the damage, and this Lease will continue in full force and effect. In the event of any damage to the Building or Premises from a fire or other casualty, GorgeNet will promptly repair and restore all GorgeNet improvements or alterations installed or paid for by GorgeNet or pay the cost of the restoration to City if City performs the restoration. In the event the Premises are damaged by any casualty, Rent will be reduced in proportion to the unusable portion of the Premises from the date of damage until the date restoration work to the Premises is substantially complete.

**10.2 Waiver of Subrogation.** Both parties will secure an appropriate clause in, or an endorsement on, each property insurance policy obtained by it and covering or applicable to the Premises or the personal property, fixtures, and equipment located therein or thereon, under which the insurance company waives subrogation or permits the insured, before any loss, to agree with a third party to waive any claim it might have against the third party without invalidating the coverage under the insurance policy. The waiver of subrogation or permission for waiver of any claim will extend to the parties and their respective agents and employees. Each party releases the other and its agents and employees in respect of any claim (including a claim for negligence) that it might otherwise have against the other party or its agents or employees for loss, damage, or other casualty (including rental value or business interest, as the case may be) occurring during the Term of this Lease and normally covered under a special form property insurance policy in the form normally used in respect of similar property in Portland, Oregon.

## **Section 11. Assignment and Subletting**

GorgeNet will not sell, assign, sublet, or otherwise transfer by operation of law or otherwise this Lease or any interest in this Lease or any portion of the Premises, without the prior written consent of City (which City will not unreasonably withhold), nor will GorgeNet encumber or permit any lien to be placed on the GorgeNet's interest in this Lease or the Premises, voluntarily or by operation of law. As a condition to City's prior written consent as provided for in this Section 13, (a) GorgeNet will pay City its reasonable legal fees and costs

incurred due to the transfer not to exceed \$1,000 (and subject to annual increase in the same manner as the Base Rent in accordance with Section 2.2); (b) the transferee(s) will agree in writing to comply with and be bound by all the terms, covenants, conditions, provisions, and agreements of this Lease, and (c) GorgeNet will deliver to City, promptly after execution, an executed copy of each transfer instrument and an agreement of the compliance by each transferee.

## **Section 12. Default**

**12.1 Events of Default.** Each of the following is an Event of Default by GorgeNet under this Lease:

**12.1.1** Failure by GorgeNet to pay Rent or any other charge due under this Lease within 10 days after receipt of written notice from City that the same is then due.

**12.1.2** Failure by GorgeNet to comply with any other obligation of this Lease within 20 days following written notice from City specifying the failure (except in the case of emergency, in which event City will be required to give only such notice as is reasonable under the circumstances); however, if the nature of GorgeNet's default requires more than 20 days to correct, GorgeNet will not be deemed in default of this Lease as long as GorgeNet commences the cure of the failure within the 20-day period and thereafter proceeds in good faith and with all diligence to complete the cure as soon as possible but in no event later than ninety (90) days after the date of City's notice of default.

**12.1.3** GorgeNet's abandonment of the Premises.

**12.1.4** Assignment or subletting by GorgeNet in violation of Section 11.

**12.1.5** GorgeNet's insolvency, business failure, or assignment for the benefit of its creditors. GorgeNet's commencement of proceedings under any provision of any bankruptcy or insolvency law or failure to obtain dismissal of any petition filed against it under such laws within the time required to answer, or the appointment of a receiver for all or any portion of GorgeNet's properties or financial records, also constitutes and Event of Default.

**12.2 Remedies for Default.** Upon the occurrence of an Event of Default described in Section 12.1, City may exercise the following remedies as well as any other remedies at law or in equity, by statute or as set forth in this Lease:

**12.2.1** City may terminate this Lease, reserving all rights to damages resulting from GorgeNet's breach. Whether or not City terminates this Lease, City may retake possession of the Premises by any legal means including self-help and any relet or use of the Premises by City will not be deemed a surrender or waiver of City's right to damages.

**12.4 City's Default.** City will not be deemed to be in default of the performance of any obligation required to be performed by City hereunder unless and until City fails to perform the obligation within 20 days after written notice by GorgeNet to City specifying the nature of City's alleged default; however, if the nature of City's alleged default is such that more than 20 days are required for its cure, then City will not be deemed to be in default if City commences performance within the 20-day period and thereafter diligently prosecutes the same to completion. In the event of any default by City, GorgeNet may exercise any and all rights and remedies available at law or in equity.

### **Section 13. Notices**

All notices, demands, consents, approvals, and other communications provided for herein will be invalid unless set forth in a writing and delivered by facsimile transmission, overnight air courier, personal delivery, or registered or certified U.S. mail with return receipt requested to the appropriate party at its address as set forth in Section 1.2 for GorgeNet and Section 1.3 for City.

Addresses for notices may be changed from time to time by written notice to all other parties. Any communication given by facsimile transmission must be confirmed within forty-eight (48) hours by overnight air courier. If any communication is given by mail, it will be effective upon the earlier of (a) forty-eight (48) hours after deposit in the U.S. mail, with postage prepaid, or (b) actual receipt, as indicated by the return receipt; if given by facsimile, when sent; and if given by personal delivery or by overnight air courier, when delivered.

### **Section 14. Access**

**14.1 Access.** GorgeNet will have access to the Premises 24 hours per day, 7 days per week, and 52 weeks per year. After reasonable notice to GorgeNet, City may enter upon the Premises to assess compliance with this Lease, perform required or necessary services, maintenance, repairs, alterations, or services to the Building or the Premises. Except in case of emergency, all entry to the Premises will be at times and in a manner that minimizes interference with GorgeNet's use of the Premises.

### **Section 15. Surrender; Holdover**

Upon expiration or earlier termination of this Lease, GorgeNet will surrender the Premises and, at City's option, all improvements and alterations therein, vacuumed, swept, and free of debris and in good and serviceable condition, subject to ordinary wear and tear. GorgeNet will remove all of its personal property and any conduits, wiring, cables, or alterations if required by this Lease and will repair all damage to the Premises and the Building resulting from that removal. If GorgeNet fails to remove any such personal property or alterations, those items will be deemed abandoned, and City may remove or dispose of the items without liability to GorgeNet or others. Upon demand, GorgeNet will reimburse City for the cost of such removal.

If GorgeNet fails to surrender the Premises and remove all its personal property as set forth herein, City may either: (i) recognize GorgeNet as a month-to-month GorgeNet at sufferance, and such tenancy will be subject to all terms of this Lease, and all options or other rights regarding extension of the term or expansion of the Premises will automatically terminate; or (ii) evict GorgeNet from the Premises and recover all damages resulting from GorgeNet's wrongful holdover.

### **Section 16. Attorney Fees**

If suit or action is instituted in connection with any controversy arising out of this Lease, including any bankruptcy proceeding and arbitration proceeding, the prevailing party will be entitled to recover, in addition to costs, such sums as the court may adjudge reasonable as attorney fees at trial and on all appeals or petitions for review arising out of the suit or action. If City engages a collection agency to pursue any delinquent amounts owed by GorgeNet,

GorgeNet will pay all collection agency fees charged to City, in addition to all other amounts payable under this Lease.

**Section 17. Quiet Enjoyment**

City warrants that as long as GorgeNet complies with all terms of this Lease, GorgeNet will have quiet and peaceful possession of the Premises free of disturbance by City or others claiming by or through City.

**Section 18. Force Majeure**

If the performance by either party of any provision of this Lease (other than the payment of rent) is prevented or delayed by any strikes, lockouts, labor disputes, acts of God, government actions, civil commotions, fire or other casualty, or other causes beyond the reasonable control of the party from whom performance is required, the party will be excused from such performance for the period of time equal to the time of that prevention or delay up to a maximum of 180 days.

**Section 19. Governing Law**

This Lease will be construed and interpreted and the rights of the parties determined in accordance with the laws of the state of Oregon (without reference to the choice-of-law provisions of Oregon law). Regarding matters of law concerning the internal corporate affairs of any corporate entity that is a party to or the subject of this Lease, the law of the jurisdiction under which the entity derives its powers will govern.

**Section 20. Nonwaiver**

No delay by either party in promptly enforcing any right or remedy set forth in this Lease will be deemed a waiver thereof, and that right or remedy may be asserted at any time after the delaying party becomes entitled to the benefit of the right or remedy notwithstanding the delay.

**Section 21. Captions**

The Section headings of this Lease are for descriptive purposes only and in no way define, limit, or describe the scope, intent, or meaning of this Lease.

**Section 22. Consent**

Except where otherwise specifically provided in this Lease to the contrary, whenever a party's consent is required under this Lease, the party will not unreasonably withhold its consent.

**Section 23. Time of the Essence and Holidays**

Time is of the essence of each and every provision hereof. If the final date of any period of time set forth herein occurs on a Saturday, Sunday, or legal holiday, then the expiration of the period of time will be postponed to the next day that is not a Saturday, Sunday, or legal holiday.

**Section 24. Complete Agreement; No Implied Covenants**

This Lease and the attached Exhibits contain the entire agreement of the City and GorgeNet concerning the Premises, Building, and Land, and all prior written and oral agreements

and representations between the parties are void. City and GorgeNet agree that there are no implied covenants or other agreements between the parties except as expressly set forth in this Lease. Neither City nor GorgeNet is relying on any representations of the other party except those expressly set forth herein.

**Section 25. Successors**

This Lease will bind and inure to the benefit of the parties, their respective heirs, successors, and permitted assigns.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Lease:

CITY:

GORGENET:

\_\_\_\_\_

\_\_\_\_\_

By: Gordon Zimmerman

By: Dan Bubb

Title: City Administrator

Title: President

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

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

**CASCADE LOCKS STAFF REPORT**

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**Date Prepared:** May 4, 2015

**For City Council Meeting on:** May 11, 2015

**TO:** Honorable Mayor and City Council

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

**SUBJECT:** Approve Legal Agreement with Cable Huston

**SYNOPSIS:** With the filing of the application of the cross water right transfer between the City and the Oregon Department of Fish and Wildlife (ODFW) with the Oregon Water Resources Department (OWRD), the City is progressing closer to negotiations with Nestlé Waters North America (NWNA) for the building of a 250,000 square foot \$50 million water bottling facility. Because of this, the City needs to consider contracting with a law firm that can represent the best interests of the City in such negotiations with both ODFW and NWNA.

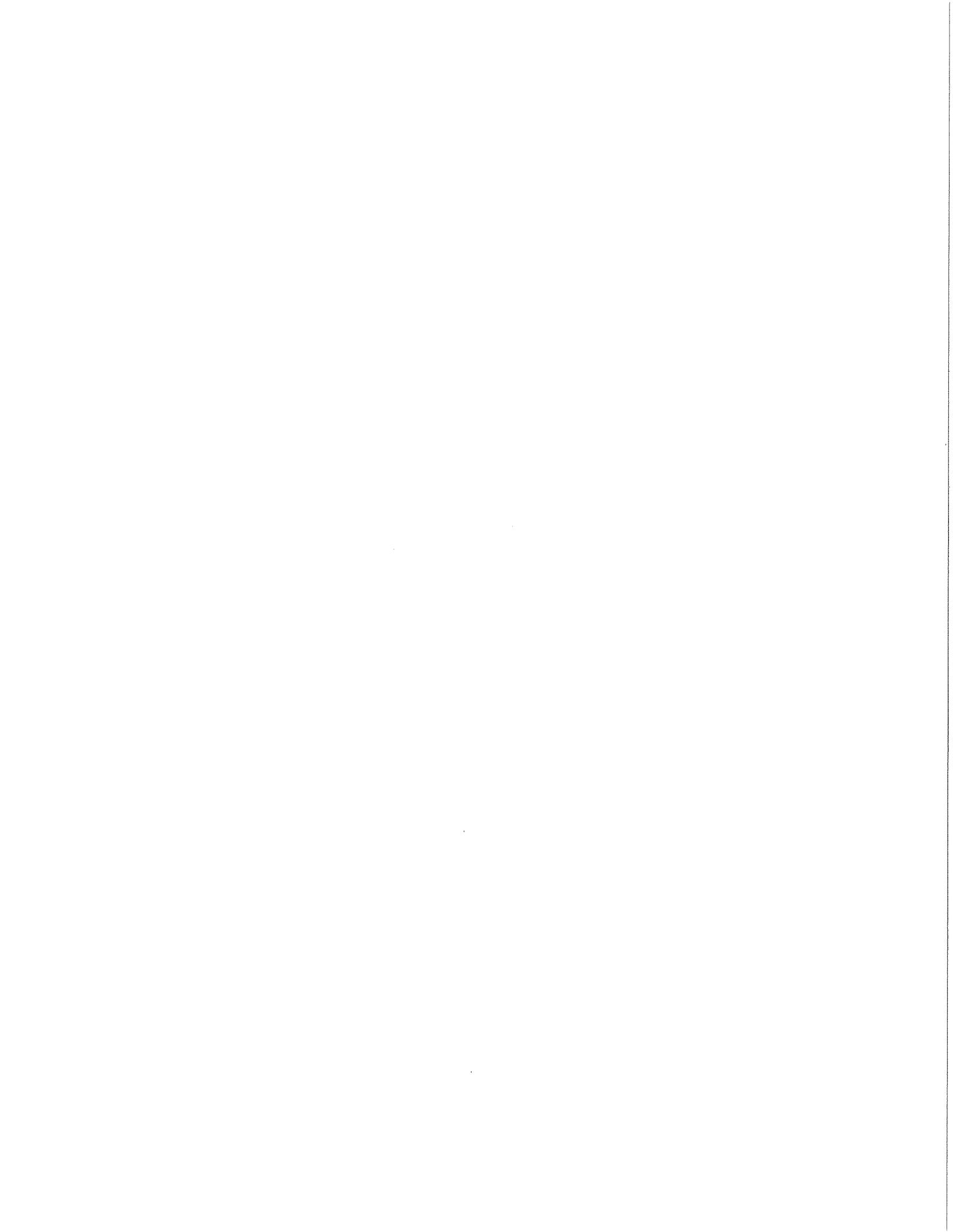
The Port of Cascade Locks has an established relationship with Cable Huston in Portland. They were selected by the Port in a public contracting process as required by Oregon statute. Through the Intergovernmental Agreement with the Port the City may join in such a relationship with Cable Huston. City and Port representatives met with Cable Huston to explore such a partnership on April 16, but this agreement is subject to ratification by the City Council.

**CITY COUNCIL OPTIONS:** Approve or reject the selection of Cable Huston.

**RECOMMENDED MOTION:** "I move to approve the selection of Cable Huston, LLP, to represent the City of Cascade Locks in negotiations with Nestlé Waters North America and the Oregon Department of Fish and Wildlife."

**Financial Review and Status:** Resources have been identified in this year's budget and included in the next Fiscal Year budget.

**Legal Review and Opinion:** The City Attorney has reviewed the agreement with no objections.



# CITY of CASCADE LOCKS – Tourism Committee Meeting Minutes

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TOURISM COMMITTEE MEETING MINUTES, Monday, April 6, 2015, 7:00 PM, City Council Chambers

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1. **Call Meeting to Order & Roll Call:** Meeting was called to order at 7:00 pm by Chairman Miller. Committee members attending were Debbie Fine, Caroline Park, Lucas Lembrick, and Marie Miller. Absent: Cindilee Baseman. Also attending: Gordon Zimmerman, City Administrator, Deanna Busdieker, Tourism Support Staff, Holly Howell and Mayah Frank, Port of Cascade Locks, JoAnne Wittenberg, Anne Holmstrom and Marva Janik.
2. **Amendments to the Agenda** - None
3. **Comments by the General Public** - None
4. **Discussion/Declaration of Potential Conflicts of Interest** – None
5. **Approval of Minutes Presented:** After review, motion made by TM Park, seconded by TM Fine, to approve minutes of March 17, 2015 as written. Motion passed unanimously.
6. **Approval of Financials:** After review, motion made by TM Fine, seconded by TM Lembrick, to approve Financial Statements ending February 28, 2015 as presented. Motion passed unanimously.
7. **Approval of Bills:** TM Miller presented a bill for reimbursement in the amount of \$70.46 for food costs with Chamber After Hours (held March 26). Motion made by TM Park, seconded by TM Fine, to pay this expense in the amount of \$70.46. Motion passed unanimously. Expense will be charged to Tourism Event Promotion budget line item.

TM Miller presented expenses previously paid by the City for a tourism committee attendee at the Oregon Governors Conference on Tourism, to be held April 12-14, 2015. Full conference registration is \$285.00, motel charge for 2-nights is \$217.66, totaling \$502.66. Motion made by TM fine, seconded by TM Lembrick, to charge expenses in the amount of \$502.66 to tourism Travel & Training budget line item.

8. **Staff Support Report** – Deanna Busdieker reported that she had spoken with a representative from Eco-Shuttle regarding transportation for visitors in the Gorge. Meetings at the Tourism Conference can provide further discussion and opportunities. Chamber After Hours had an estimated 70-80 people attending and viewed successfully.

The tourism website was reviewed. Busdieker showed a timeline of the Multnomah Falls Kiosk advertising panel to follow for the year. A review of tourism logo was presented with logo 1 (one) by consensus approval. The annual Columbia River Gorge Magazine, with Tourism and Port advertisement included, is scheduled for delivery within the next few days.

9. **Port Report** – Mayah Frank provided members with an updated Event Schedule. A suggested Business Coupon Program was discussed. With limited time and resources to develop this program currently, it will be discussed at a later time. Holly Howell mentioned that she had an offer to print 2015 rack cards, free of charge, for 1,000 total cards. With tourism consent, she will arrange the printing to include the tourism logo.
10. **Old Business**
  - A. **Chamber After Hours Review.** As discussed, the event was a success.
  - B. **PCT News & Updates.** The movie WILD will be presented in the Port Pavilion May 9.
  - C. **Gorge Hub, Cascade Locks.** Meetings are taking place between Hub partners and cities. Currently, funding opportunities are being researched. Hub logo and signage with flexible locality is being developed.
  - D. **Photographer Interviews & Decision on Photo Stock Award.** The committee reviewed notes and comments from interviews held with the three photographers selected for tourism photo stock contract services. Following discussion, motion made by TM Lembrick, second by TM Fine, to approve the contract bid to Michael Peterson (Peterson ProMedia), for the amount of

\$5,800 for one year, to be invoiced and paid quarterly. Motion passed unanimously. The expense for photography contract services will be charged to Tourism Event Promotion budget line item. Busdieker and City Administrator Zimmerman will arrange for the contract to be signed to begin services. The committee will provide Peterson a list of specific events and activities needed most.

#### **11. New Business**

- A. Matching Grant Application, Women in Motion, International Art Show.** The committee reviewed the application from Debora Lorang for Women in Motion, International Art Show to be held April 25-25, 2015. Applicant requested \$200 for advertisement expenses. Motion made by TM Fine, seconded by TM Lembrick, to approve \$200 for this application. Motion unanimously approved. The amount of \$200 will be charged to Tourism Event Promotion budget line item.
- B. Matching Grant Application, Bike Peace Music Festival.** No application was provided.
- C. Matching Grant Application, Cascade Locks Historical Museum.** The committee reviewed the application from the Friends of the Museum Board. Applicant is requesting \$410.20 for half the cost of printing 2,000 new brochures. Motion made by TM Fine, seconded by TM Lembrick, to approve application request in the amount of \$410.20 with the inclusion of the tourism logo and website. Motion unanimously approved. The amount of \$410.20 will be charged to Tourism Event Promotion budget line item.
- D. Quilt Block Trail Brochure Discussion.** Anne Holmstrom presented information on the Quilt Block Trail. There are currently 49 wooden blocks installed at resident and business locations with the need to produce a new version of the brochure for visitors. Discussion was held on having tourism take over the brochure design and production, with the Quilters maintaining production of the blocks and installing them throughout town.

The committee agreed that the Quilt Block Trail is a growing tourism interest with potential to develop as an entire Gorge Quilt Block Trail. TM Park motioned to approve partnership with the Bridge of the Gods Quilters, in which Quilters keep production of blocks and installations, and tourism design & print brochures, and market the Trail. Quilters will assist with brochure distribution. Motion was seconded by TM Fine. Motion unanimously approved. The committee will work on design and production of 5,000 brochures.

- E. Historic Columbia River Highway Centennial Celebration Plans.** Minutes from the Planning Committee on the 2016 Celebration were shared. Further plans involving Cascade Locks may be developed.
- F. Cascade Locks Business Coupon Program.** As discussed in the Port Report earlier.
- G. Cascade Locks Tourism Contract Services Evaluation.** TM Miller noted that the tourism service contract with Busdieker ends June 30, 2015. Evaluation of work and project services will be discussed, to include future marketing needs for FY 2015-16.

#### **12. Tourism Committee Member Reports**

- A. Debbie Fine** - None
- B. Cindilee Baseman**
- C. Caroline Park** – Thunder Island Brewing and other breweries were meeting with legislators in Salem to share news of the growing industry in the Gorge.
- D. Lucas Lembrick** - None
- E. Marie Miller** - None

#### **13. Next Meeting Date & Time: May 4, 2015, 7:00pm**

- 14. Adjournment.** With no further business, motion made by TM Fine, seconded by TM Park, to adjourn the meeting. Motion passed unanimously. Meeting was adjourned at 9:50 pm.