

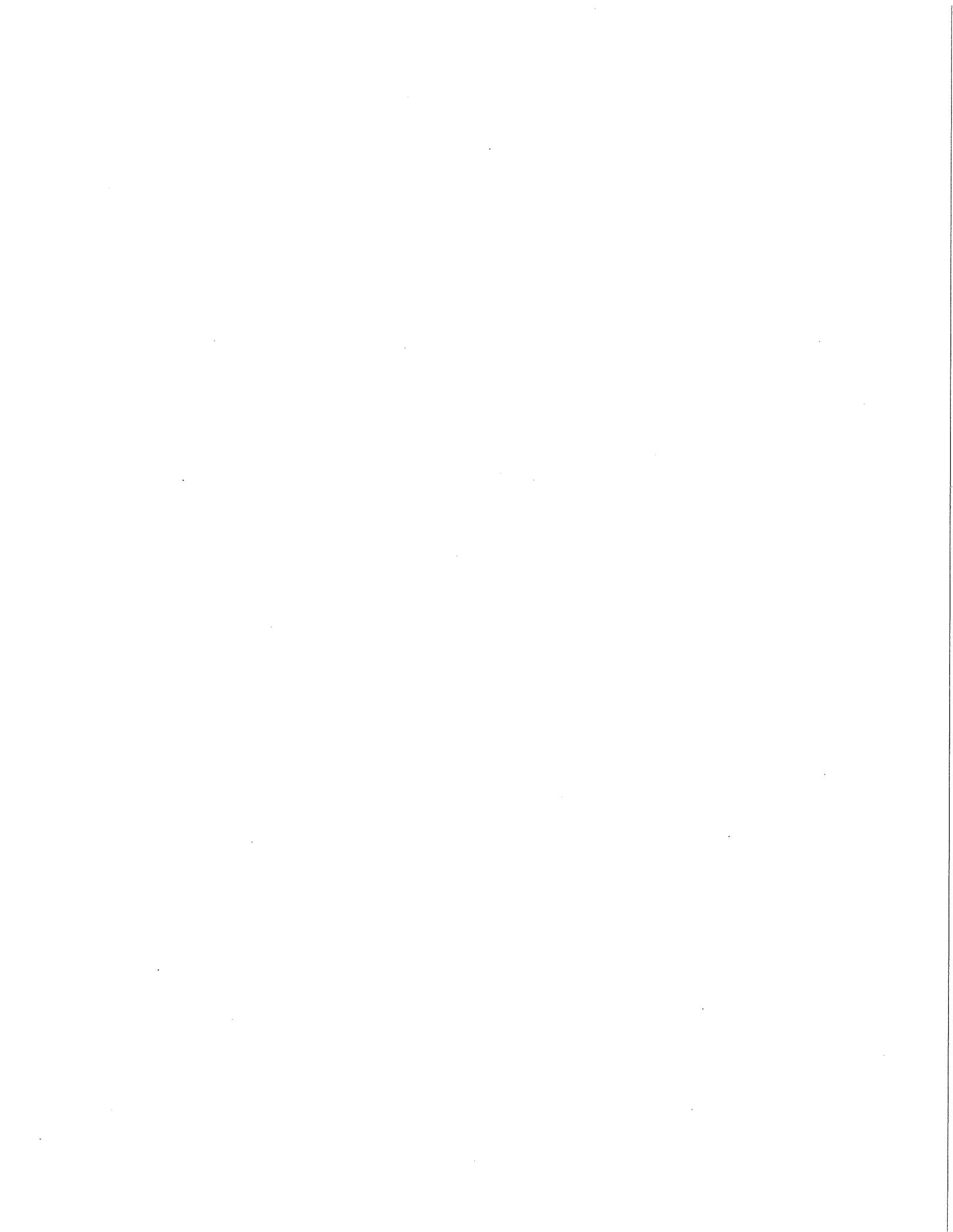
CITY of CASCADE LOCKS *AGENDA*

CITY COUNCIL MEETING, Monday, December 10, 2012, 7:00 PM, CITY HALL

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

1. **Call to Order/Pledge of Allegiance/Roll Call.**
2. **Additions or amendments to the Agenda.** (The Mayor or Presiding Officer may add items to the agenda after it is printed and distributed only when required by business necessity and only after an explanation has been given. The addition of agenda items after the agenda has been printed is otherwise discouraged).
3. **Adoption of Consent Agenda.** (Consent Agenda may be approved in its entirety in a single motion. Items are considered to be routine. Any Councilor may make a motion to remove any item from the Consent Agenda for individual discussion.)
 - a. **Approval of Minutes of November 26, 2012 Council Meeting.**
 - b. **Ratification of the Bills in the Amount of \$ 224,947.32.**
 - c. **Proclamation with November 6, 2012 Election Results.**
4. **Public Hearings.**
5. **Action Items:**
 - a. **Approve Contract with Gordon Zimmerman as City Administrator.**
 - b. **Adopt Planning Commission's Recommendation to Adopt Trial Plan.**
 - c. **Approve Resolution No. 1251 Authorizing Waste Connections, Inc., d.b.a. Hood River Garbage, to Collect Solid Waste and Recycling Within the City of Cascade Locks; Setting Charges and Rates for Providing Such Services; and Repealing Resolution No. 1228.**
 - d. **Approve Personal Services Contract with Columbia Credit for Collection Services.**
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. **Review and Provide Direction for Proposed Finance and Operations City Council Subcommittee.**
 - c. **Proposed Financial Policies.**
 - d. **ICA Koch Report (handout).**
8. **Mayor and City Council Comments.**
9. **Other matters.**
10. **Executive Session as may be required.**
11. **Adjournment.**

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



1. **Call to Order/Pledge of Allegiance/Roll Call.** Mayor Masters called the meeting to order at 7:03 PM. CM's Cramblett, Helfrich, Lewis, Lorang, Storm, and Mayor Masters were present. CM Holmstrom was excused. Also present were ICA Koch, City Recorder Kathy Woosley, Larry Stuckman, Jim Winterbottom, Irwin Swetnam, Bob Walker, Ken Hutton, Don Haight, Glenda Groves, Bruce Fitzpatrick, Steve Gast, and Camera Operator Betty Rush.

Mayor Masters thanked citizens for attending and participating and welcomed Mrs. Groves and Mr. Fitzpatrick to participate in Council discussion.

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

3. **Adoption of Consent Agenda.**

- a. **Approval of Minutes of November 13, 2012 Council Meeting.**

- b. **Ratification of the Bills in the Amount of \$ 102,086.38.**

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

4. **Public Hearings:** None

5. **Action Items:**

- a. **Approve the Contract and Scope of Work with Anderson/Perry Engineers for the Waste Water Master Plan Phase I.** ICA Koch gave a brief overview of the staff report. **Motion:** CM Helfrich moved, seconded by CM Lewis, to approve the contract and scope of work with Anderson-Perry and Associates for the update of the Waste Water System Master Plan in an amount not to exceed \$30,000 and authorize the Mayor to sign the contract.

CM Lewis asked for the expected completion date. ICA Koch stated March 31, 2013. The motion was passed unanimously by CM's Cramblett, Helfrich, Lewis, Lorang, Storm, and Mayor Masters.

- b. **Approve and Authorize Staff to File an Application with the Ford Family Foundation for Funds to Assist with Development Code Enhancements to Encourage Economic Development.** ICA Koch explained the purpose for the grant. **Motion:** CM Storm moved, seconded by CM Lorang, to authorize staff to apply for a grant from the Ford Family Foundation in the amount of \$5,000 to make effective changes in the City Development Code and approve the cash and in-kind match for a total of \$6,500.

CM Lewis asked if the result would be identifying and applying the changes. ICA Koch said recommended changes would go through the Planning Commission and then forwarded to the Council for adoption. The motion was passed unanimously by CM's Cramblett, Helfrich, Lewis, Lorang, Storm, and Mayor Masters.

- c. **Approve the Cancellation of the December 24, 2012 City Council Meeting.** CR Woosley stated the second regular meeting would be on December 24, 2012 and asked for Council's feedback on canceling or rescheduling to another night. **Motion:** CM Lorang moved, seconded by CM Storm, to cancel the December 24, 2012 meeting. The motion was passed unanimously by CM's Cramblett, Helfrich, Lewis, Lorang, Storm, and Mayor Masters.

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. Jim Winterbottom with Hood River Garbage. Discussion of the Proposed Rate Increases and Possible Adjustments to the Franchise Agreement for Garbage Services in the Community.

Mr. Winterbottom distributed a list of proposed rate increases for 2013 (Exhibit A). He described the increases in the cost of doing business.

c. BKI Overview. Representatives of BKI will be Present to Review the Firms Efforts to Date on the Electric Rate Study. Mr. Stuckman went through his cost of service analysis highlighting an 11% increase is needed to meet the net operating revenue target (Exhibits B and C). He spoke about setting a rate structure for Tier 1 and Tier 2 power costs and the possibility of setting a rate for industrial users.

Mayor Masters asked about options for rate distribution for Tier 2. Mr. Stuckman explained the different options. He said he has worked with several different cities and the way they have dealt with it varies.

CM Lewis asked about the review of Southbank and In-City separately. Mr. Stuckman said they are considering a rural rate to include the Wyeth and Southbank areas and a city rate. CM Lewis asked for a completion date of the study. Mr. Stuckman estimated January or February of 2013.

d. Discussion of ODOT Offer for Cascade Locks to Take Over Operational Jurisdiction of WaNaPa St. ICA Koch went through the staff report stating the pros and cons of the City taking jurisdiction of WaNaPa Street. CM Lorang said the City does not have the resources to take on the maintenance of WaNaPa. CM Lewis said the City has plenty of streets to spend money on and didn't need to take on an additional load. He said the reality of this is an additional expense and responsibility. CM Helfrich said the City controlling WaNaPa would be a huge benefit. CM Cramblett said he thought there would be other agencies besides ODOT to deal with in taking over ownership of WaNaPa Street. CM Lewis said it seems this would be more of a discussion point when and if the Enhance It Grant is accepted.

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

8. **Mayor and City Council Comments.** CM Lewis said he understood that ambulance billing is two months behind. He said part of the financial solvency for this department is timely billing. He said there is supposed to be a regularly scheduled report made to Council. CM Lewis said Council can't allow this to keep happening. Mayor Masters stated that regular monthly reports were part of the work plan for the Station Captain. ICA Koch said he will start monitoring this on a weekly basis.

CM Cramblett said he attended the bridge lighting put on by the Port of Cascade Locks. He said he appreciated what the Port does for Cascade Locks and the Tourism Committee for street lighting and the lighting contest.

Mayor Masters said he appreciated the support of the community and that this would be his last meeting. He said CM Cramblett will be running the December 3rd and 10th meetings. Mayor Masters thanked committee and emergency service volunteers for what they do for the community. He thanked his fellow councilors and the support of staff for repeatedly and patiently explaining details of what has to happen to make the City work. He thanked Paul Koch and Bernard Seeger for their prospective and guidance over the last four years. He said it has been a challenging four years of service but Council has been able to accomplish a great deal. Mayor Masters listed some of the Council's accomplishments over the last four years. He said the City has persevered through some disappointments, which speaks well to the character of this community. He said the dual partnerships created will help lay the foundation for the future success of the community.

Mayor Masters said he would credit City Administrators Paul Koch and Bernard Seeger for the successes of the community and was sure they would equally credit the highly dedicated and competent City staff that has worked to make sure the City functions properly. He said he has learned the best step

as a community is to trust the staff to give the perspective of what is best for the community. Mayor Masters said the new leaders are fully capable of understanding these components. He wished them the best and offered his support to help achieve their goals.

9. **Other matters.** None.

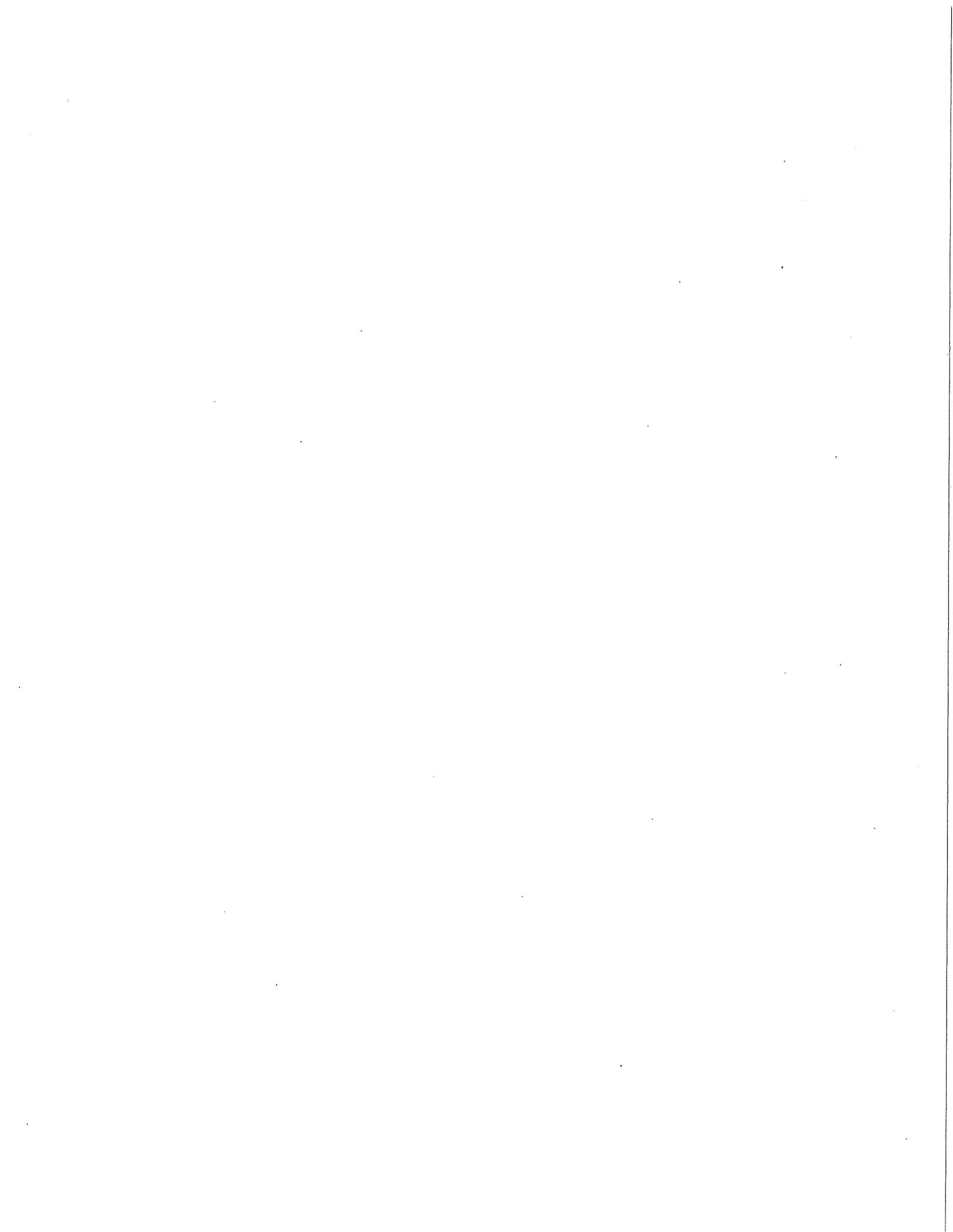
10. **Executive Session as may be required.** None.

11. **Adjournment. Motion:** CM Helfrich moved, seconded by CM Lorang, to adjourn the meeting. The motion was passed unanimously by CM's Cramblett, Helfrich, Lewis, Lorang, Storm, and Mayor Masters. The meeting was adjourned at 8:35 PM.

Prepared by
Kathy Woosley, City Recorder

APPROVED:

Lance Masters, Mayor



BLANKET VOUCHER APPROVAL

PAGE NO. 1

DEPARTMENT: CITY OF CASCADE LOCKS
COVER SHEET AND SUMMARY

DATE:	DESCRIPTION:	AMOUNT:
11/26/2012	Pay Off Sewer Loan	\$ 90,886.00
11/30/2012	End of Month AP Run	\$ 102,130.11
11/30/2012	Gross Payroll	\$ 31,931.21

GRAND TOTAL \$ 224,947.32

APPROVAL:

Mayor

Report Criteria:
Report type: GL detail

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
3046	11/12	11/30/2012	40	9905592250	AIRGAS	Cylinder Rental	0540562351	17.64
Total 3046:								
3047	11/12	11/30/2012	6798	17226	Aspect Consulting	Groundwater Source Study	2140562110	2,303.60
Total 3047:								
3048	11/12	11/30/2012	6808	2047802	Barrett Business Services, Inc.	Period Ending 11/11	0140461155	232.00
3048	11/12	11/30/2012	6808	2047802	Barrett Business Services, Inc.	Period Ending 11/11	0340561155	232.00
3048	11/12	11/30/2012	6808	2053413	Barrett Business Services, Inc.	Period Ending 11/18	0340561155	278.40
3048	11/12	11/30/2012	6808	2053413	Barrett Business Services, Inc.	Period Ending 11/18	2140561155	278.40
Total 3048:								
3049	11/12	11/30/2012	310	456-1041	Belo Management Services Inc.	Programming	4140562740	77.70
Total 3049:								
3050	11/12	11/30/2012	590	1216327-IN	CARSON OIL COMPANY	Bio Diesel for Generator	3140562530	257.24
3050	11/12	11/30/2012	590	1216328-IN	CARSON OIL COMPANY	Bio Diesel for Generator	3140562530	124.25
Total 3050:								
3051	11/12	11/30/2012	650	112112	CASCADE LOCKS CHEVRON (DBA)	Seasonal Change over honda	0140162110	6.82
3051	11/12	11/30/2012	650	112112	CASCADE LOCKS CHEVRON (DBA)	Seasonal Change over honda	0542162110	.40
3051	11/12	11/30/2012	650	112112	CASCADE LOCKS CHEVRON (DBA)	Seasonal Change over honda	2142162110	1.60
3051	11/12	11/30/2012	650	112112	CASCADE LOCKS CHEVRON (DBA)	Seasonal Change over honda	3142162110	1.87
3051	11/12	11/30/2012	650	112112	CASCADE LOCKS CHEVRON (DBA)	Seasonal Change over honda	4142162110	.22
3051	11/12	11/30/2012	650	112112	CASCADE LOCKS CHEVRON (DBA)	Seasonal Change over honda	5142162110	14.09
Total 3051:								
3052	11/12	11/30/2012	790	313230273 1	CENTURYLINK	Fire Department Phones	0540562050	130.67
3052	11/12	11/30/2012	790	313401451 1	CENTURYLINK	WWTP	3140562050	114.95
3052	11/12	11/30/2012	790	313470082 1	CENTURYLINK	City Hall Phones	0140162050	123.57

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
3052	11/12	11/30/2012	790	313470082 1	CENTURYLINK	City Hall Phones	2142162050	165.16
3052	11/12	11/30/2012	790	313470082 1	CENTURYLINK	City Hall Phones	3142162050	90.78
3052	11/12	11/30/2012	790	313470082 1	CENTURYLINK	City Hall Phones	4142162050	66.18
3052	11/12	11/30/2012	790	313470082 1	CENTURYLINK	City Hall Phones	5142162050	139.97
3052	11/12	11/30/2012	790	313785538 1	CENTURYLINK	Sewer	2140562050	231.16
3052	11/12	11/30/2012	790	313889134 1	CENTURYLINK	Emergency After Hours	5140562050	40.13
3052	11/12	11/30/2012	790	313889134 1	CENTURYLINK	Emergency After Hours	5140562050	26.75
3052	11/12	11/30/2012	790	314228414 1	CENTURYLINK	Lift Station	3140562050	36.17
Total 3052:								1,165.49
3053	11/12	11/30/2012	800	320153997 1	CENTURYLINK COMMUNICATIONS, IN	Business Anytime	2140562050	7.88
Total 3053:								7.88
3054	11/12	11/30/2012	4910	200098207D	Chantelle McCormick	Refund Deposit	5121130	343.91
Total 3054:								343.91
3055	11/12	11/30/2012	1530	8255-9217 1	DISH NETWORK	Programming	4140562740	400.00
Total 3055:								400.00
3056	11/12	11/30/2012	6814	E5696	Dixie Medical, Inc.	AEDs	5140562900	2,330.00
Total 3056:								2,330.00
3057	11/12	11/30/2012	1660	1509370	EMERGENCY MEDICAL PRODUCTS, I	Pocket Masks	5140562870	131.25
Total 3057:								131.25
3058	11/12	11/30/2012	1930	1081-1016	FISHER COMMUNICATIONS INC	Programming	4140562740	144.30
Total 3058:								144.30
3059	11/12	11/30/2012	2020	1175340	GENERAL PACIFIC INC.	Copper wires/splices	5140563670	995.91
Total 3059:								995.91
3060	11/12	11/30/2012	2420	6440	HOOD RIVER CO. - FINANCE	October Deputy Service	0141962250	7,261.00

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
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3061	11/12	11/30/2012	2970	113012	Koch Consulting, INC.	Interim CA Services	0140162093	404.75
3061	11/12	11/30/2012	2970	113012	Koch Consulting, INC.	Interim CA Services	0140262093	125.00
3061	11/12	11/30/2012	2970	113012	Koch Consulting, INC.	Interim CA Services	0340562093	125.00
3061	11/12	11/30/2012	2970	113012	Koch Consulting, INC.	Interim CA Services	0542162093	117.50
3061	11/12	11/30/2012	2970	113012	Koch Consulting, INC.	Interim CA Services	2142162093	299.00
3061	11/12	11/30/2012	2970	113012	Koch Consulting, INC.	Interim CA Services	3142162093	299.75
3061	11/12	11/30/2012	2970	113012	Koch Consulting, INC.	Interim CA Services	4142162093	207.00
3061	11/12	11/30/2012	2970	113012	Koch Consulting, INC.	Interim CA Services	5142162093	922.00
Total 3061:								
3062	11/12	11/30/2012	3050	13451	LEAGUE OF OREGON CTIES	Supervision Training	0140162020	2,500.00
Total 3062:								
3063	11/12	11/30/2012	3070	1500044976	LES SCHWAB TIRE CENTER	Change out, valve stem rebuild	5140562201	27.75
3063	11/12	11/30/2012	3070	1500044976	LES SCHWAB TIRE CENTER	Change out, valve stem rebuild	5140662201	27.75
Total 3063:								
3064	11/12	11/30/2012	3110	9142	LOCAL GOVERNMENT	Human Resources Research	5140562110	420.00
Total 3064:								
3065	11/12	11/30/2012	3160	112612	MARIANNE BUMP/PETTY CASH	Reimburse Petty Cash	0140162010	2.00
3065	11/12	11/30/2012	3160	112612	MARIANNE BUMP/PETTY CASH	Reimburse Petty Cash	0140462540	44.59
3065	11/12	11/30/2012	3160	112612	MARIANNE BUMP/PETTY CASH	Reimburse Petty Cash	0140662018	25.74
3065	11/12	11/30/2012	3160	112612	MARIANNE BUMP/PETTY CASH	Reimburse Petty Cash	0140962024	6.88
3065	11/12	11/30/2012	3160	112612	MARIANNE BUMP/PETTY CASH	Reimburse Petty Cash	0340562110	71.00
3065	11/12	11/30/2012	3160	112612	MARIANNE BUMP/PETTY CASH	Reimburse Petty Cash	5140562110	11.35
Total 3065:								
3066	11/12	11/30/2012	4910	200101101D	Marie Miller	Refund Deposit	5121130	161.56
Total 3066:								
								227.34
								227.34

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
3067	11/12	11/30/2012	3380	KPDX 10/12	Meredith Corporation	Retransmission	4140562740	66.60
3067	11/12	11/30/2012	3380	KPDX 8/12	Meredith Corporation	Retransmission	4140562740	67.50
3067	11/12	11/30/2012	3380	KPDX 9/12	Meredith Corporation	Retransmission	4140562740	67.80
3067	11/12	11/30/2012	3380	KPTV 10/12	Meredith Corporation	Retransmission	4140562740	144.30
3067	11/12	11/30/2012	3380	KPTV 8/12	Meredith Corporation	Retransmission	4140562740	148.20
3067	11/12	11/30/2012	3380	KPTV 9/12	Meredith Corporation	Retransmission	4140562740	146.90
Total 3067:								641.30
3068	11/12	11/30/2012	3490	96-01-01 11/	MID-COLUMBIA ECONOMIC	Loan 96-01-01	4640562711	1,191.14
3068	11/12	11/30/2012	3490	96-01-01 11/	MID-COLUMBIA ECONOMIC	Loan 96-01-01	4640562712	327.54
3068	11/12	11/30/2012	3490	96-01-02 11/	MID-COLUMBIA ECONOMIC	Loan 96-01-02	4640562711	963.32
3068	11/12	11/30/2012	3490	96-01-02 11/	MID-COLUMBIA ECONOMIC	Loan 96-01-02	4640562712	302.24
Total 3068:								2,784.24
3069	11/12	11/30/2012	3940	2013	OAMR	Membership Dues	0140162030	30.00
3069	11/12	11/30/2012	3940	2013	OAMR	Membership Dues	0140262030	28.00
3069	11/12	11/30/2012	3940	2013	OAMR	Membership Dues	2142162030	8.00
3069	11/12	11/30/2012	3940	2013	OAMR	Membership Dues	3142162030	7.00
3069	11/12	11/30/2012	3940	2013	OAMR	Membership Dues	4142162030	3.00
3069	11/12	11/30/2012	3940	2013	OAMR	Membership Dues	5142162030	24.00
Total 3069:								100.00
3070	11/12	11/30/2012	4020	ME110066	ODOT-FUEL SALES	Fuel	0140162020	6.19
3070	11/12	11/30/2012	4020	ME110066	ODOT-FUEL SALES	Fuel	0140462530	55.82
3070	11/12	11/30/2012	4020	ME110066	ODOT-FUEL SALES	Fuel	0540562420	579.64
3070	11/12	11/30/2012	4020	ME110066	ODOT-FUEL SALES	Fuel	0840562020	5.20
3070	11/12	11/30/2012	4020	ME110066	ODOT-FUEL SALES	Fuel	2140562530	377.14
3070	11/12	11/30/2012	4020	ME110066	ODOT-FUEL SALES	Fuel	2142162020	1.82
3070	11/12	11/30/2012	4020	ME110066	ODOT-FUEL SALES	Fuel	3140562530	339.69
3070	11/12	11/30/2012	4020	ME110066	ODOT-FUEL SALES	Fuel	3142162020	1.28
3070	11/12	11/30/2012	4020	ME110066	ODOT-FUEL SALES	Fuel	4142162020	.18
3070	11/12	11/30/2012	4020	ME110066	ODOT-FUEL SALES	Fuel	5140562200	690.61
3070	11/12	11/30/2012	4020	ME110066	ODOT-FUEL SALES	Fuel	5140662200	690.60
3070	11/12	11/30/2012	4020	ME110066	ODOT-FUEL SALES	Fuel	5142162020	5.30
Total 3070:								2,753.47

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
3071	11/12	11/30/2012	4090	55120	OPERATIONS MANAGEMENT INTERN	November Services	3140562700	7,106.25
3071	11/12	11/30/2012	4090	55341	OPERATIONS MANAGEMENT INTERN	December Services	3140562700	7,106.25
Total 3071: 14,212.50								
3072	11/12	11/30/2012	4120	14132	OREGON ASSOCIATION OF	End of Year Conference	2140562020	275.00
Total 3072: 275.00								
3073	11/12	11/30/2012	4350	119188	OREGON STATE PARKS	Reissue Check 119188	5140562670	38.34
Total 3073: 38.34								
3074	11/12	11/30/2012	6813	112312	Oregon Trail Fire Training Assoc.	Training - Mullenburg, Dennis	0540562020	75.00
Total 3074: 75.00								
3075	11/12	11/30/2012	4640	8-9-833-4223	PITNEY BOWES INC	Postage	0140162055	60.00
3075	11/12	11/30/2012	4640	8-9-833-4223	PITNEY BOWES INC	Postage	0140262055	19.00
3075	11/12	11/30/2012	4640	8-9-833-4223	PITNEY BOWES INC	Postage	0542162055	7.00
3075	11/12	11/30/2012	4640	8-9-833-4223	PITNEY BOWES INC	Postage	2142162055	38.00
3075	11/12	11/30/2012	4640	8-9-833-4223	PITNEY BOWES INC	Postage	3142162055	32.00
3075	11/12	11/30/2012	4640	8-9-833-4223	PITNEY BOWES INC	Postage	4142162055	5.00
3075	11/12	11/30/2012	4640	8-9-833-4223	PITNEY BOWES INC	Postage	5142162055	89.00
Total 3075: 250.00								
3076	11/12	11/30/2012	4670	6072281	PORT OF CASCADE LOCKS	Bridge Tickets - EIL	5140562020	30.00
Total 3076: 30.00								
3077	11/12	11/30/2012	6780	15746545	Ricoh Americas Corporation	Lease	0140162120	52.62
3077	11/12	11/30/2012	6780	15746545	Ricoh Americas Corporation	Lease	0540562120	31.33
3077	11/12	11/30/2012	6780	15746545	Ricoh Americas Corporation	Lease	2142162120	31.33
3077	11/12	11/30/2012	6780	15746545	Ricoh Americas Corporation	Lease	3142162120	25.05
3077	11/12	11/30/2012	6780	15746545	Ricoh Americas Corporation	Lease	4142162121	27.56
3077	11/12	11/30/2012	6780	15746545	Ricoh Americas Corporation	Lease	5142162121	68.91
Total 3077: 236.80								

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
3078	11/12	11/30/2012	5190	164915	SEA WESTERN	Wildland PPE	0540562029	156.50
3078	11/12	11/30/2012	5190	164916	SEA WESTERN	Wildland PPE	0540562029	156.50
Total 3078:								313.00
3079	11/12	11/30/2012	6816	111912CR	Sharon Glichist	Reimburse for garbage bags	0540562440	19.89
Total 3079:								19.89
3080	11/12	11/30/2012	5510	8023672590	STAPLES CONTRACT & COMMERCIA	Office Supplies	0140162010	6.81
3080	11/12	11/30/2012	5510	8023672590	STAPLES CONTRACT & COMMERCIA	Office Supplies	0140262010	.86
3080	11/12	11/30/2012	5510	8023672590	STAPLES CONTRACT & COMMERCIA	Office Supplies	2142162010	2.48
3080	11/12	11/30/2012	5510	8023672590	STAPLES CONTRACT & COMMERCIA	Office Supplies	3142162010	2.22
3080	11/12	11/30/2012	5510	8023672590	STAPLES CONTRACT & COMMERCIA	Office Supplies	4142162010	.74
3080	11/12	11/30/2012	5510	8023672590	STAPLES CONTRACT & COMMERCIA	Office Supplies	5142162010	10.78
Total 3080:								23.89
3081	11/12	11/30/2012	4910	100045306D	Stephen & Katherine Woodcock	Refund Deposit	5121130	292.34
Total 3081:								292.34
3082	11/12	11/30/2012	5660	10226	TANNINEN REPAIR SERVICE LLC	Medic 91 Repair	0540562441	395.34
Total 3082:								395.34
3083	11/12	11/30/2012	6070	831596	TWGW, INC NAPA AUTO PARTS	Parts	0540562441	34.73
3083	11/12	11/30/2012	6070	832565	TWGW, INC NAPA AUTO PARTS	Oil/Filter	0140462441	59.56
3083	11/12	11/30/2012	6070	832565	TWGW, INC NAPA AUTO PARTS	Oil/Filter	0340562441	59.56
3083	11/12	11/30/2012	6070	832565	TWGW, INC NAPA AUTO PARTS	Oil/Filter	3140562441	59.55
3083	11/12	11/30/2012	6070	833089	TWGW, INC NAPA AUTO PARTS	Wiper blade	5140562201	43.96
3083	11/12	11/30/2012	6070	833090	TWGW, INC NAPA AUTO PARTS	Oil/Filter	2140562441	50.56
3083	11/12	11/30/2012	6070	833090	TWGW, INC NAPA AUTO PARTS	Oil/Filter	3140562441	50.57
3083	11/12	11/30/2012	6070	833207	TWGW, INC NAPA AUTO PARTS	Air Filters	0340562441	33.58
3083	11/12	11/30/2012	6070	833207	TWGW, INC NAPA AUTO PARTS	Air Filters	3140562441	33.57
Total 3083:								425.64
3084	11/12	11/30/2012	6110	11/12 UBS	U.S. POSTAL SERVICE	UB Postage	0542162055	3.00
3084	11/12	11/30/2012	6110	11/12 UBS	U.S. POSTAL SERVICE	UB Postage	2142162055	26.00

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
3084	11/12	11/30/2012	6110	11/12 UBS	U.S. POSTAL SERVICE	UB Postage	3142162055	41.00
3084	11/12	11/30/2012	6110	11/12 UBS	U.S. POSTAL SERVICE	UB Postage	4142162055	15.00
3084	11/12	11/30/2012	6110	11/12 UBS	U.S. POSTAL SERVICE	UB Postage	5142162055	171.10
Total 3084: 256.10								
3085	11/12	11/30/2012	6350	022079-1-IN	WAGNER-SMITH EQUIPMENT	Line Guard	5140563690	62.98
3085	11/12	11/30/2012	6350	022079-1-IN	WAGNER-SMITH EQUIPMENT	Line Guard	5140683690	62.98
3085	11/12	11/30/2012	6350	022084-1-IN	WAGNER-SMITH EQUIPMENT	Garf Guards	5140563700	41.88
Total 3085: 167.84								
3086	11/12	11/30/2012	6765	866300	Walter E. Nelson Co.	Car Wash	0540562441	74.47
Total 3086: 74.47								
3087	11/12	11/30/2012	6420	112012CR	WEBB, MEGAN	Reimburse Mileage	0140162020	4.76
3087	11/12	11/30/2012	6420	112012CR	WEBB, MEGAN	Reimburse Mileage	2142162020	1.40
3087	11/12	11/30/2012	6420	112012CR	WEBB, MEGAN	Reimburse Mileage	3142162020	.99
3087	11/12	11/30/2012	6420	112012CR	WEBB, MEGAN	Reimburse Mileage	4142162020	.14
3087	11/12	11/30/2012	6420	112012CR	WEBB, MEGAN	Reimburse Mileage	5142162020	4.09
Total 3087: 11.38								
3088	11/12	11/30/2012	6740	D8565701	ZEE MEDICAL INC	First Aid Supplies	5140562900	223.01
3088	11/12	11/30/2012	6740	D8565801	ZEE MEDICAL INC	First Aid Supplies	5140562900	177.35
Total 3088: 400.36								
11301201	11/12	11/30/2012	6080	1536020610	U S BANK	Bank Fees	0140162110	57.46
11301201	11/12	11/30/2012	6080	1536020610	U S BANK	Bank Fees	0542162110	3.39
11301201	11/12	11/30/2012	6080	1536020610	U S BANK	Bank Fees	2142162110	13.50
11301201	11/12	11/30/2012	6080	1536020610	U S BANK	Bank Fees	3142162110	15.77
11301201	11/12	11/30/2012	6080	1536020610	U S BANK	Bank Fees	4142162110	1.81
11301201	11/12	11/30/2012	6080	1536020610	U S BANK	Bank Fees	5142162110	118.64
Total 11301201: 210.57								
11301202	11/12	11/30/2012	6090	103112	U S BANK CC	October Visas	0140162010	53.96
11301202	11/12	11/30/2012	6090	103112	U S BANK CC	October Visas	0140262010	7.62

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
11301202	11/12	11/30/2012	6090	103112	U S BANK CC	October Visas	0540562050	30.00 M
11301202	11/12	11/30/2012	6090	103112	U S BANK CC	October Visas	0542162010	1.03 M
11301202	11/12	11/30/2012	6090	103112	U S BANK CC	October Visas	2140562020	145.00 M
11301202	11/12	11/30/2012	6090	103112	U S BANK CC	October Visas	2142162010	21.62 M
11301202	11/12	11/30/2012	6090	103112	U S BANK CC	October Visas	3142162010	21.42 M
11301202	11/12	11/30/2012	6090	103112	U S BANK CC	October Visas	4140562560	29.99 M
11301202	11/12	11/30/2012	6090	103112	U S BANK CC	October Visas	4140562560	19.99 M
11301202	11/12	11/30/2012	6090	103112	U S BANK CC	October Visas	4141562009	539.96 M
11301202	11/12	11/30/2012	6090	103112	U S BANK CC	October Visas	4142162010	6.38 M
11301202	11/12	11/30/2012	6090	103112	U S BANK CC	October Visas	5140562020	124.38 M
11301202	11/12	11/30/2012	6090	103112	U S BANK CC	October Visas	5140562770	5.69 M
11301202	11/12	11/30/2012	6090	103112	U S BANK CC	October Visas	5140662020	124.37 M
11301202	11/12	11/30/2012	6090	103112	U S BANK CC	October Visas	5142162010	93.90 M
11301202	11/12	11/30/2012	6090	103112	U S BANK CC	October Visas	5640563941	49.99 M
11301202	11/12	11/30/2012	6090	103112	U S BANK CC	October Visas	5640563941	50.99 M
11301202	11/12	11/30/2012	6090	103112	U S BANK CC	October Visas	5640563941	94.98 M
Total 11301202:								1,421.27
11301203	11/12	11/30/2012	440	OCT12-PWR	BPA	Power Bill	5140562820	39,993.00 M
11301203	11/12	11/30/2012	440	OCT12-PWR	BPA	Power Bill	5140662820	7,819.00 M
Total 11301203:								47,812.00
11301204	11/12	11/30/2012	440	OCT12-TRN	BPA	Transmission Bill	5140562821	6,790.00 M
11301204	11/12	11/30/2012	440	OCT12-TRN	BPA	Transmission Bill	5140662821	1,327.00 M
Total 11301204:								8,117.00
Grand Totals:								102,130.11

Report Criteria:
 Report type: GL detail

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
3042	11/12	11/26/2012	6812	G96002 11/1	Business Oregon/OBDD	Payoff Sewer Loan	4540562711	18,931.00
3042	11/12	11/26/2012	6812	G96002 11/1	Business Oregon/OBDD	Payoff Sewer Loan	4540562712	4,710.00
3042	11/12	11/26/2012	6812	G96002 11/1	Business Oregon/OBDD	Payoff Sewer Loan	4540562713	67,245.00
Total 3042:								90,886.00
Grand Totals:								90,886.00

PROCLAMATION

GENERAL ELECTION RESULTS, NOVEMBER 6, 2012

WHEREAS, a General Election was held on the 6th day of November, 2012, at which candidates for certain offices were voted upon, and

WHEREAS, the results of the election have been recorded in the minute record of the Council.

NOW, THEREFORE, the City Council of the City of Cascade Locks, Oregon, proclaim and declare that at said election:

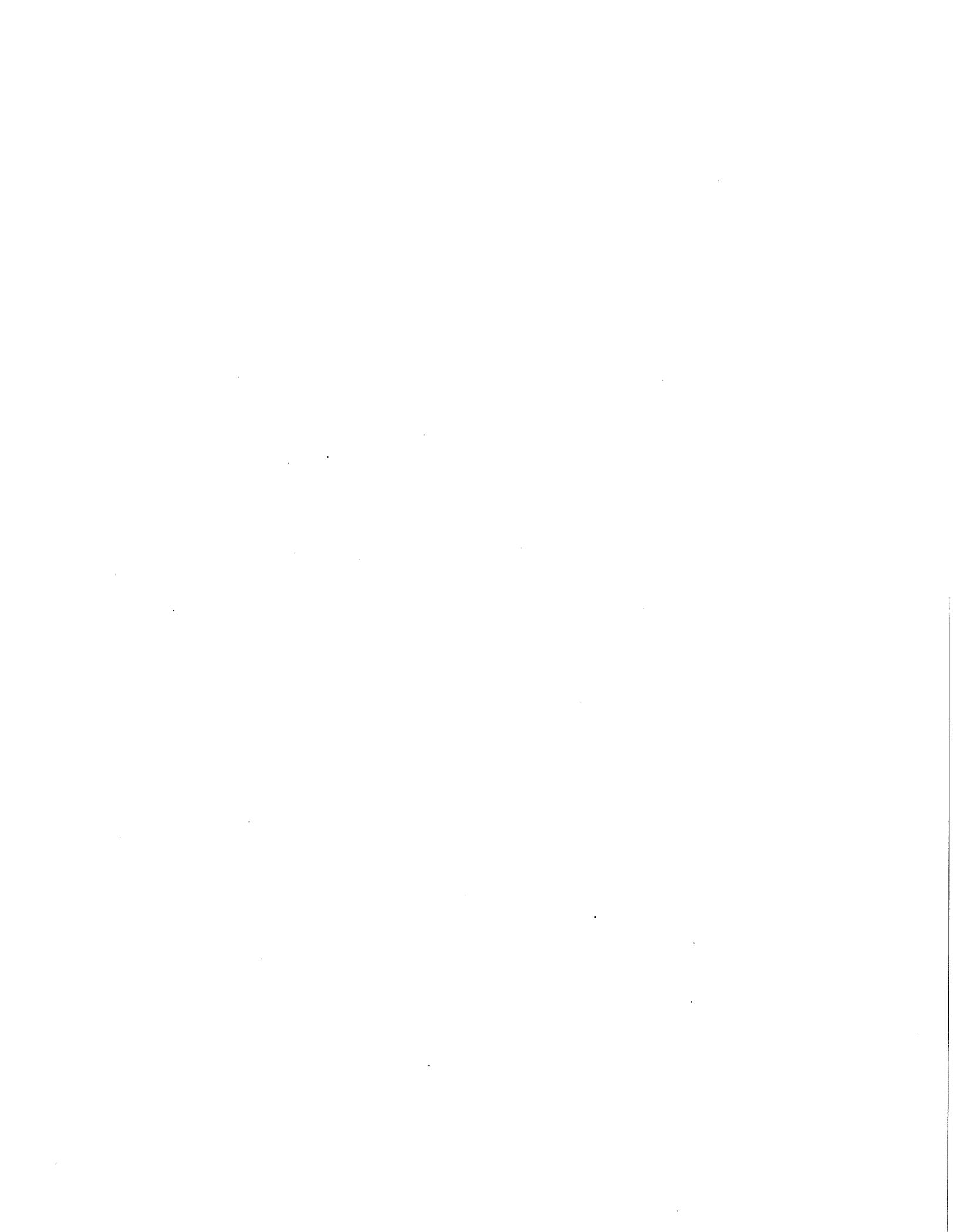
Tom Cramblett was duly elected MAYOR

Bruce Fitzpatrick duly elected COUNCILOR

Glenda Groves duly elected COUNCILOR

SIGNED at Cascade Locks, Oregon this 10th day of December, 2012.

Tom Cramblett, Council President



**CANVASS OF VOTES FOR THE
GENERAL ELECTION OF
THE CITY OF CASCADE LOCKS, OREGON
TUESDAY, NOVEMBER 6, 2012**

TO THE CITY COUNCIL OF THE CITY OF CASCADE LOCKS, OREGON:

I, Kathy Woosley, City Recorder of the City of Cascade Locks, Oregon being the Elections Officer of the City of Cascade Locks for the General Election, held November 6, 2012, report the results of said election herewith:

MAYOR:

TOM CRAMBLETT

COUNCILORS:

BRUCE FITZPATRICK

GLENDA GROVES

MEASURES:

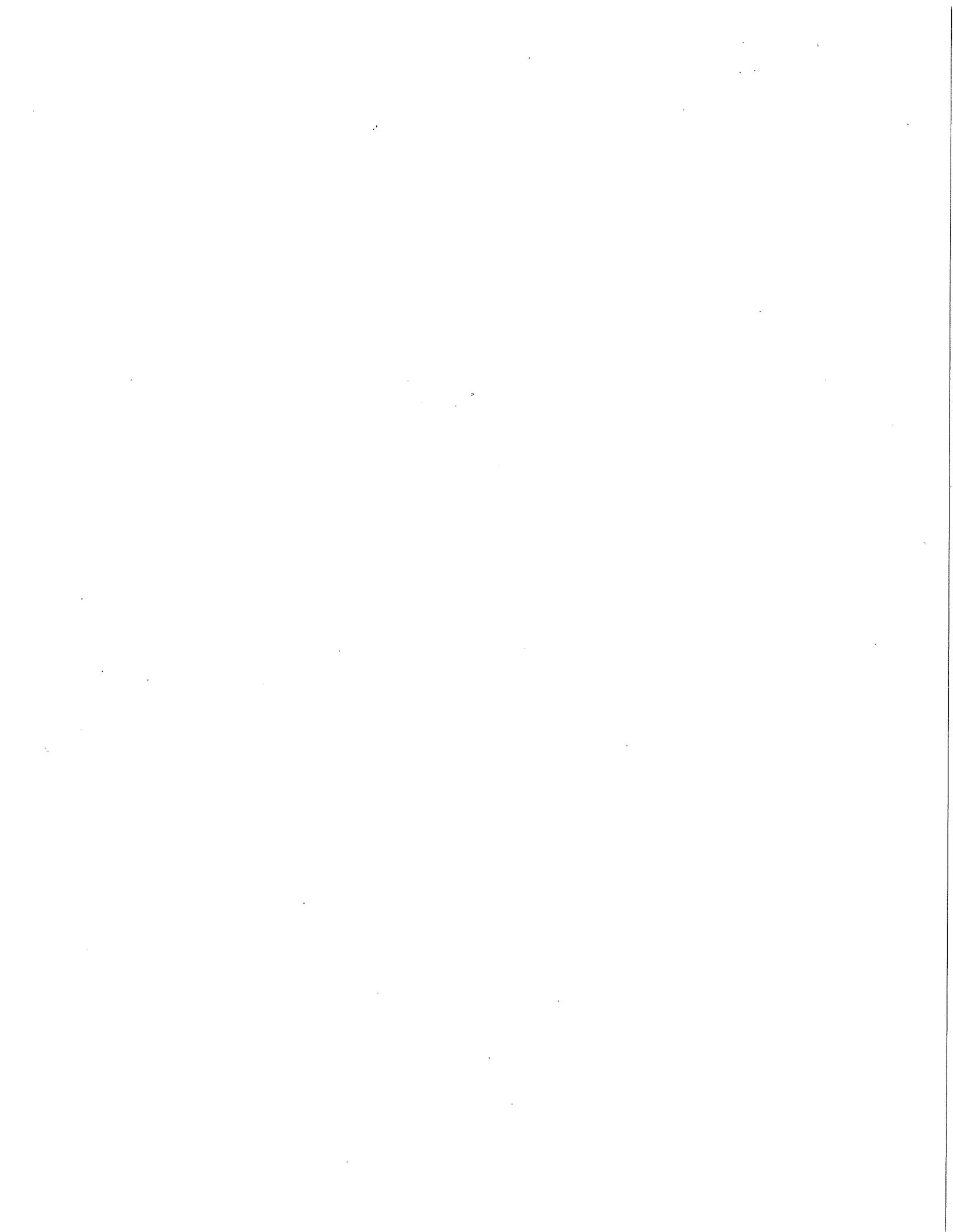
14-49 Ordinance affecting City utilities – No Pass

14-50 Charter Amendment City utilities – No Pass

The abstract of votes from the Hood River County Elections Supervisor is attached as Exhibit "A."

Dated this 10th day of December, 2012.

Kathy Woosley, Elections Officer



STAFF REPORT

Date Prepared: December 4, 2012

For City Council meeting on December 10, 2012

TO: Hon. Mayor and City Council

PREPARED BY: Paul Koch, ICA



APPROVED BY: N/A

SUBJECT: Approving the contract with the new City Administrator Gordon Zimmerman

SYNOPSIS: Since May of 2012 the City Council has been working toward selecting and hiring a new City Administrator. Following the Executive Session held on November 13, 2012, the City Attorney and ICA have been negotiating a proposed contract with Gordon Zimmerman.

This issue comes to City Council at this time for formal action and approval of the contract.

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

- A. Take no action at this time.
- B. Make any desired adjustments in the proposed contract.
- C. Postpone action to a later date.
- D. Other action as may be desired by City Council.

RECOMMENDATION: That City Council, by motion, approve the contract with Gordon Zimmerman as new City Administrator effective January 1, 2013, as stipulated in the contract terms and authorizing the Mayor to sign the contract.

Legal Review and Opinion: The City Attorney has been actively involved in the development of the proposed contract.

Financial Review and Status: Funds for this position effective January 1, 2013 are in the approved 2012-13 budget.

BACKGROUND INFORMATION:

1. A copy of the proposed contract is attached for City Council information.
2. The contract contains the following terms:

A. Pays the new administrator \$60,000 per year in salary, is a three year contract with a six month required evaluation process. This contract runs to December 31, 2015.

B. Provides the CA with the ability to earn vacation leave as if he worked here 11-15 years. Vacation accrual will be at the rate of 160 hours per year.

C. Requires City Council approval of any outside work by the CA.

D. Provides for the CA to be paid \$30 per month for cell phone use on City business.

E. Provides for six month severance pay after the completion of the probationary (six months) period. If termination occurs prior to completion of the probationary period, the City shall pay a lump sum cash payment equal to the number of months worked.

F. Provides for annual setting of goals, priorities and objectives for the CA by the City Council. Provides for the CA and City Council to meet within the first 30 days of employment to set priorities. (This session will be held in mid-January 2013)

G. Requires the new CA to move to the community and live in Cascade Locks within six months of hire,

All in all, this is a fairly straightforward contract and similar to the kinds of contracts entered into for this level of position.

3. The current ICA will serve until January 31, 2013 as a transition month to assist.

CITY OF CASCADE LOCKS

CITY ADMINISTRATOR EMPLOYMENT AGREEMENT

DATE: _____

PARTIES: City of Cascade Locks
An Oregon municipal corporation

“City”

Gordon Zimmerman

“Employee”

RECITALS

1. The City desires to retain the services of Gordon Zimmerman as City Administrator, as provided by the City Charter, and Gordon Zimmerman desires to be so employed.

2. It is the desire of the Cascade Locks City Council (“Council,”) to provide certain benefits, compensation, establish certain conditions of employment and to set working conditions of said Employee as provided herein.

AGREEMENT

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

Section 1. Duties. The City agrees to retain Employee as City Administrator to perform the functions and duties specified in the City Charter and the ordinances and resolutions of the City, and to perform other legally permissible and proper duties and functions as the Council shall from time to time assign.

Section 2. Term.

a. Employment as City Administrator shall be for three (3) years, commencing on January 1, 2013 and continuing until December 31, 2015. The first six (6) months of employment are considered probationary, during which time either City or Employee may terminate this Agreement for any or no reason upon not less than 30 days written notice. After the first six (6) months, Council will conduct an evaluation of Employee’s performance; thereafter, Council will conduct annual evaluations of Employee’s performance. Evaluations will be conducted in a manner consistent with Section 5 of this Agreement.

b. This Agreement may be renewed for additional terms as agreed in writing by the Employee and Council. If either party chooses not to renew this Agreement, they shall give written notice to the other party of their intent not to renew no less than ninety (90) days

prior to the expiration of the current term. Renewal terms shall commence on January 1.

c. This Agreement shall be reviewed and may be subject to change, with approval of Employee and City and in writing, at the time of each annual performance evaluation of Employee.

d. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of Employee at any time, subject only to the provisions set forth in Section 3.

e. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position with City, subject only to the provision that Employee shall give City sixty (60) days written notice in advance, unless the parties agree otherwise in writing.

Section 3. Termination and Severance Pay.

a. In the event employment and this Agreement are terminated after the probationary period by the Council without cause, the City agrees to pay Employee a lump sum cash payment equal to six (6) months aggregate salary as severance pay. In the event employment and this Agreement are terminated during the probationary period by the Council without cause, the City agrees to pay Employee a lump sum cash payment equal to one (1) month aggregate salary for each complete month of employment as severance pay.

b. In the event Employee voluntarily resigns his position with the City, or the City terminates the Agreement and Employee's employment for cause, then the City shall have no obligation to pay severance pay.

c. Termination for cause includes but is not limited to the following reasons for termination:

1. Any willful violation of the City's Charter, ordinances, resolutions or policies. This provision is not intended to include non-substantial violations such as minor traffic violations;

2. Failure to follow a lawful directive of the City Council;

3. Commission of a crime in the course of the performance of the duties of City Administrator or commission of any crime that reflects negatively on the City or affects Employee's ability to perform the job of City Administrator as determined by the City Council, in its sole discretion;

4. Violation of City, state, or International City/County Management Association (ICMA) ethics, laws or regulations;

5. Dishonesty in any form, including but not limited to theft,

embezzlement, fraud, misappropriation of funds, and intentional and material misrepresentation to the City Council;

6. Willful or repeated violation(s) of any personnel rules as they currently exist or are subsequently added or modified;

7. Any conduct that materially affects the Employee's ability to perform the job of City Administrator as determined by the City Council, in its sole discretion; or

8. Neglect of duty and/or excessive absence.

d. In the event City desires to terminate Employee's employment and this Agreement for cause, Employee will be entitled to notice of the reasons for the proposed termination and an opportunity to respond in a due process hearing.

e. In any event, upon separation from employment with the City, in addition to any salary or severance pay that is due under this Agreement, Employee shall also be compensated for any accrued vacation and other accrued benefits in accordance with the City's Personnel Handbook.

Section 4. Salary. The City agrees to pay Employee for his services rendered pursuant hereto an annual base salary of \$60,000.00. Employee's annual base salary shall be payable in installments at the same time as other employees of the City are paid. The City may increase the base salary and/or other benefits of Employee in an amount and extent as the Council may determine on the basis of an annual performance and salary review of Employee, made at the same time as similar consideration is given other management employees generally. The City may decrease Employee's salary and financial benefits only to the extent a decrease is made to all other unrepresented City employees. A decrease greater than the decrease made to all other unrepresented City employees may be considered by Employee as termination of Employee without cause.

Section 5. Performance Evaluation.

a. A primary duty of the City Administrator is to regularly assist the Council in establishing priorities, goals and objectives for the operation of the City, including, but not limited to priority setting for upcoming and future budget processes. City shall annually review the performance of Employee in June subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by City and Employee. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to Employee within 30 days of the evaluation meeting.

b. Annually, the Council and Employee shall define such goals and performance objectives which they determine necessary for the proper operation of the City and in the attainment of the Council's policy objectives and shall further establish a relative priority

among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

c. Within the first thirty (30) days of employment, Council and Employee shall conduct a priority setting session outlining the work priorities for Employee and budget considerations. The results of which shall be attached to this contract as Exhibit A.

d. In implementing the provisions of this Section, the Council and Employee mutually agree to abide by the provisions of applicable law.

Section 6. Hours of Work.

- a. It is recognized that Employee must devote a great deal of time outside the normal office hours on business for City, and to that end Employee shall be allowed to establish an appropriate work schedule with the approval of the Council.
- b. Pursuant to the City's Personnel Handbook, Employee is considered a management employee.
- c. The position of City Administrator falls under the definition of executive personnel as defined in the Oregon Administrative Rules and is exempt from overtime provisions. Employee is required, for a fixed salary, to render all services as may be necessary to complete assigned duties and responsibilities in a proper and efficient manner. Employee may be required to work more than forty hours one week and less than forty in another week and will receive equal pay for each week. However, Employee must use accrued vacation leave, sick leave, or other allowed leave if absence from work extends more than two consecutive workdays.

Section 7. Outside Activities. Employee shall not spend more than one hour per week in teaching, counseling, or other non-City connected business, for which he receives compensation, without the prior approval of the Council. Any such outside arrangements must not constitute interference or a conflict of interest with his responsibilities under this Agreement.

Section 8. Automobile and Cell Phone Allowances.

a. Employee shall be allowed to use the City's OEO/Admin vehicle to conduct all travel required for the conduct of duties of this position.

b. Employee shall receive from City the sum of \$30 per month as a cell phone allowance. Responsibility for the cell phone and payment of all cell phone services is the sole responsibility of Employee.

Section 9. Vacation, Sick Leave and Administrative Leave. Employee will accrue

sick leave and vacation time at the rate of a senior level employee with 11-15 years of service (160 hours per year) as provided in the City's Personnel Handbook. All other leave shall be in accordance with the City's Personnel Handbook. Maximum accrual rates for all leave shall be consistent with the City's Personnel Handbook.

Section 10. Disability and Life Insurance. Employee shall be entitled to receive all insurance benefits provided to other non-represented employees of the City. The City shall pay the same premium for Employee's policies that City pays for non-represented employees of the City.

Section 11. Deferred Compensation and Retirement.

- a. The Employee may elect to participate in the City's deferred compensation plan or one of his choosing, unless the plan that is offered by the City prohibits participation in other plans. Amounts paid into the deferred compensation plan will be included within the salary amount in Section 4 above at no additional cost to the City, or may be included as part of an annual increase as provided for in Section 4 above, upon approval by the Council.
- b. City agrees to enroll Employee in the Oregon State Public Employees Retirement System (PERS). Employee shall be entitled to the same retirement benefit as other non-represented City employees.

Section 12. Business Expenses.

- a. City agrees to pay for professional dues and subscriptions of Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for Employee's continued professional participation, growth, and advancement, and for the good of City.
- b. Employer agrees to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for City, including but not limited to the ICMA Annual Conference, the League of Oregon Cities Annual Conference, and such other functions of national, regional, state, and local governmental groups and committees in which Employee serves as a member.
- c. City acknowledges the value and desires to have Employee participate and be directly involved in local civic clubs and organizations. City shall pay membership expenses and dues for those civic groups for which Employee determines his membership is beneficial to the City.
- d. Payment of the expenses provided in this Section is subject to approval by the Council and budgeting through the City budget process.

- e. Other business related expenses incurred by Employee not outlined in this Section may be reimbursed pursuant to the City's Personnel Handbook.
- f. Employee shall make periodic reports to the Council on the activities described in this Section in which Employee participates.

Section 13. Other Terms and Conditions of Employment. Unless otherwise provided herein, all provisions of the City Charter and Code, and regulations and rules of the City relating to vacation and sick leave, retirement and pension system contributions, health insurance, dental insurance, vision care insurance, holidays, and other fringe benefits as they now exist or hereafter may be amended, which may include increases or decreases in benefits, also shall apply to Employee as they would to any other employees of the City.

Section 14. Residency. Employee shall establish residency within Cascade Locks City limits by July 1, 2013, unless the Council agrees otherwise.

Section 15. Confidentiality.

a. Employee recognizes that City has and will have future plans, business affairs, employment, legal, and litigation matters, and other proprietary information that are valuable, special and unique assets of City and need to be protected from improper disclosure. Employee agrees not to, at any time or in any manner, either directly or indirectly, use any information for his own benefit, or divulge in any manner to any third party without the prior written consent of City. Employee will protect the information as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement and cause for termination.

b. If it appears that Employee has disclosed (or has threatened to disclose) information in violation of this Agreement, City shall be entitled to an injunction to restrain Employee from disclosing, in whole or in part, such information, or from providing any services to any party to whom such information has been disclosed or may be disclosed. City shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

c. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

Section 16. Notices. Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- a. CITY: Mayor
City of Cascade Locks
140 S.W. WaNaPa
P.O. Box 308
Cascade Locks, OR 97014

With a copy to City's legal counsel.

b. EMPLOYEE: Gordon Zimmerman
48362 Roberts Road
Oakridge, OR 97463

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service. Either party may change their address from time to time by providing written notice to the other in the manner set forth above.

Section 17. General Provisions.

- a. The text herein constitutes the entire agreement between the parties.
- b. This Agreement is binding upon and shall inure to the benefit of the heirs at law and executors of Employee.
- c. This Agreement shall become effective upon signing by both parties and continue until terminated by either party.
- d. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- e. This agreement shall be construed and interpreted in accordance with Oregon law. Any claim, action, suit or proceeding between City and Employee that arises from or relates to this agreement shall be brought and conducted in the Circuit Court of Hood River County for the State of Oregon.

IN WITNESS WHEREOF, the City of Cascade Locks has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Recorder, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

CITY OF CASCADE LOCKS

EMPLOYEE

Mayor

Gordon Zimmerman

ATTEST:

City Recorder

City Administrator Employment Agreement

APPROVED AS TO FORM AND LEGALITY:

City Attorney

DRAFT

STAFF REPORT

Date Prepared: December 3, 2012

For City Council meeting on December 10, 2012

TO: Hon. Mayor and City Council

PREPARED BY: Megan Webb, Deputy City Recorder

APPROVED BY: Kathy Woosley, City Recorder

MW
KW *PKoch*

SUBJECT: Adopting a Recommendation from the Planning Commission establishing the Trails Plan as a part of the Comprehensive Plan

SYNOPSIS: This past year the Celilo Design Studio (PSU Students) worked with the community and through a series of community meetings, developed a proposed Trails Master Plan for the community. That proposed plan has been adopted by the Port Commission and recommended for City Council approval by the DRC, Tourism Committee and now the Planning Commission. The Planning Commission held a public hearing on the Trail Plan on November 8, 2012.

OPTIONS:

1. Accept the recommendation of the Planning Commission and adopt the Plan.
2. Do not accept the recommendation of the Planning Commission.
3. Other action as may be desired by the City Council.

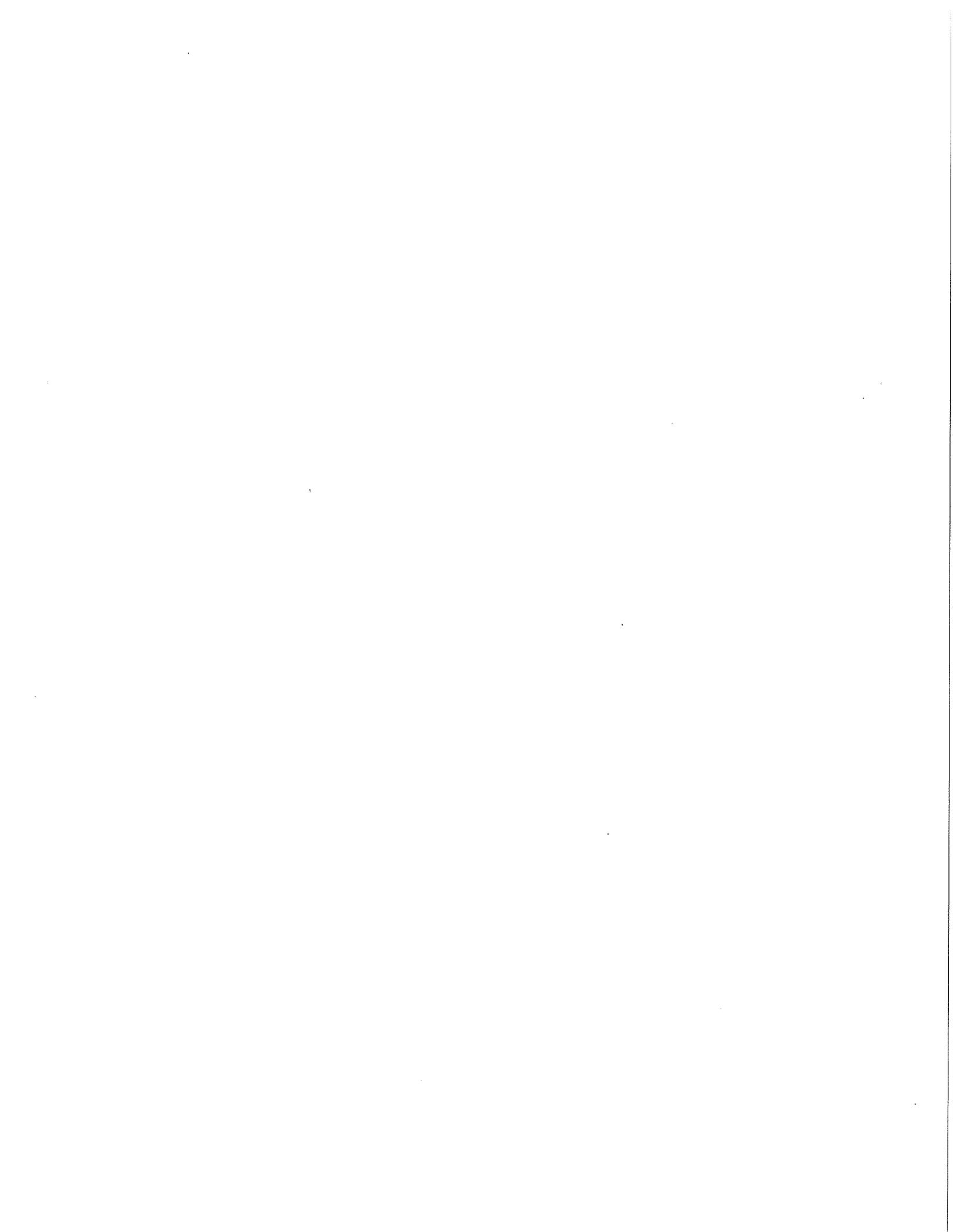
RECOMMENDATION: That City Council, by motion, accept and adopt the recommendation of the Planning Commission establishing the Trail Master Plan by reference as a part of the City's Comprehensive Plan.

Legal Review: None required.

Financial Review: There is no financial impact of this action. In future years, when individual portions of the plan come forward as projects, the City will have to deal with that cost and the potential funding for trail enhancements.

BACKGROUND INFORMATION:

1. The Celilo Planning Studio put together the Trail Plan for the City starting in early 2012.
2. The Trail Plan has been adopted by the Tourism Committee, the Port of Cascade Locks and the Planning Commission.
3. Staff plans to work on integrating the Trail Plan into the Comprehensive Plan.
4. You can find the Trail Plan at www.connectcascadelocks.com.



I. CALL TO ORDER/PLEDGE OF ALLEGIANCE

Chairman Bob Walker called the meeting to order at 7:01 p.m. Planning Commissioner Chair Bob Walker, Planning Commission Members Nancy Renault, Rob Brostoff and Deanna Busdieker were present. Planning Commissioner Larry Cramblett was excused. Also present were City Planner Stan Foster, Deputy City Recorder Megan Webb, Camera Operator Betty Rush, Jason Seargent and Holly Howell.

II. COMMISSIONERS NOTES AND OBJECTIONS - none

III. DECLARATION OF CONFLICT OF INTEREST AND EX-PARTE - none

IV. Approval of October 11, 2012 Planning Commission minutes

Motion: PCM Busdieker moved, seconded by PCM Brostoff, to approve the Planning Commission minutes for October 11, 2012. The motion was passed unanimously by PCM Renault, PCM Brostoff, PCM Busdieker and PCC Walker.

V. OLD BUSINESS

A. Presentation of Draft Ford Foundation Grant Application

PC Foster gave an overview of the draft grant application. He said the Planning Commission will need to approve the application and recommend it to City Council for approval. PC Foster said we are asking for a \$5000 grant from the Ford Foundation, with a \$500 cash match and a \$1000 in kind match from the City. He said the purpose of this grant is to bring the community together with the Planning Commission to collaborate and address any issues or impediments to economic growth and development within the town.

PCC Walker asked why there is a need to hold five public meetings. PC Foster said those meetings would include Staff attending Port Commission meetings, DRC meetings and Tourism meetings to hear everyone's thoughts and concerns that the Planning Commission could address. He said there will be public meetings as well as meetings with the Planning Commission to discuss the issues and concerns heard from the various committees and the public. He said the Commissioners do not have to attend every single meeting, but would like to see them at a couple.

PCC Walker asked if there are any provisions to the grant. PC Foster said there are none. He said the Ford Foundation is a group that wants to see rural communities succeed, and they just want the City to do what we say we are going to do. He said we have to account for the money and do a close out report in the end. PCC Walker asked if there were any time constraints. PC Foster said they like to see grants closed out in four months, however, if we need more time, they will grant us more time. He said he hopes this process will not take longer than six months. PCC Walker said he is a little worried about over loading themselves with too much at one time. PC Foster said the earliest the decision will be made would be the first or second week in January. He said we would then have 30 days to initiate the process.

PC Foster wanted to add one thing in the Old Business. He said he wanted to assure the Commissioners that the Conditions of Approval that were agreed upon for the Jumpin Jax Java coffee shop were included in the Final Order.

VI. NEW BUSINESS

A. Public Hearing to consider changes to Code Section 8-6.24.025 of the CDC - Pre-Application Applicant Sponsored Meeting.

PCC Walker opened the Public Hearing at 7:27pm. He asked for any conflicts of interest or ex-parte, there was none. PC Foster expressed his concern with requiring a pre-application applicant sponsored meeting that could not be used as testimony in the Public Hearing. He explained what he proposed as a change in the language. He said he agrees with the fact that an applicant needs to speak with any neighbors that could be affected by their development. He said he would like to encourage the applicant to hold the meeting and allow the testimonies be used as long as they are signed and dated.

PCM Walker said he remembers when this issue came up that prompted this requirement to be added to the CDC. He said he thinks it is a good idea for the applicant to hold a public meeting. He said he doesn't feel it should be required by the City.

PCM Renault said she thinks it should be common sense for the applicant to talk to their neighbors. She said it should not be required but should be voluntary.

PCM Busdieker said she likes the proposed language. She said she also thinks that it should not be a required process but a voluntary process.

PCM Brostoff said he thinks it is an unnecessary process.

PCM Busdieker said she would like to add the word 'strongly' before the word 'encourage'. PC Foster said he would add that in the wording.

PCC Walker asked for any objections. There were none. PCC Walker closed the hearing at 7:47pm.

Motion: PCM Busdieker made a motion to recommend the proposed new code language on pre-application applicant sponsored meeting. The motion did not receive a second.

PCM Busdieker asked why the motion did not receive a second when her fellow commissioners agreed that the applicant sponsored meeting should not be required. PCM Brostoff said he did not understand her motion.

Motion: PCM Busdieker motioned, seconded by PCM Renault, to reconsider the previous motion. The motion was passed unanimously by PCM Renault, Brostoff, Busdieker and PCC Walker. **Motion:** PCM Busdieker motioned, seconded by PCM Renault, to accept the proposed new code language for the pre-application applicant sponsored meeting saying that the City strongly encourages the applicant to hold the meeting. The motion was passed unanimously by PCM's Renault, Brostoff, Busdieker and PCC Walker.

B. Public Hearing to consider changes to Code Section 8-6.20 - Types of Development Actions and Code Section Chapter 8-6.148 Development Review to establish a new Architectural Review Committee.

PCC Walker opened the Public Meeting at 7:51pm. PC Foster gave an overview of the proposed changes to the wording of the Code and the Architectural Review Procedures. He said it will not change the criteria of the Architectural Review, it will just change the process of how it is addressed. He said he proposes the City Council to appoint a three person committee of a Planning Commissioner, a building professional, and a representative from the affected zone. He said those three would review an application and then make a recommendation to the Planning Commission and show in a written response how the applicant is meeting each design standard. He said this would cut the cost to the applicant by assuring that their design would meet the City's design standards before they got too far into their design process. He said this process would not delay the application process.

PCM Brostoff asked if there would be a fee attached to this. PC Foster said there will be no fee. He said there had been discussion of asking for a voluntary donation to the Downtown Revitalization Committee but nothing was

decided upon. He said part of creating this review committee was to create less fees by taking this process out of Staff's hands and asking a volunteer committee to review the application and that we should steer away from creating additional fees.

PCC Walker closed the meeting at 8:05pm.

PCM Renault thinks this is a good idea. She said more and more City's are going with design themes. She said those City's are bringing people in and getting them to stay.

PCM Busdieker agrees this is a good idea. She said she would like to see some of the wording changed. She asked if this committee would only apply to the downtown zone. PC Foster said yes because that is the only zone where there are currently design standards to be met. PC Foster made note of the changes PCM Busdieker would like to see in the proposed new language.

PCM Brostoff said he likes the idea and PCM Busdieker's edits. He said he would still like to see a charge for these services. **Motion:** PCM Brostoff motioned, seconded by PCM Busdieker, to accept the proposed new language for the ARC with PCM's Busdieker's changes and PCM Brostoff's recommendation to add a charge for these services. The motion was passed unanimously by PCM's Renault, Brostoff, Busdieker and PCC Walker.

PCC Walker asked to take a 10 minute break. The meeting was reconvened at 8:30pm.

C. Public Hearing to consider recommending Adoption of the Trail Plan into the City's Comprehensive Plan

PCC Walker opened the hearing at 8:30pm. Holly Howell gave a power point presentation which gave a brief overview of the work done on the Trail Plan. She said the Trail Plan and final document can be found at www.connectcascadelocks.com. Ms. Howell said the Port of Cascade Locks, the Downtown Revitalization Committee and the Tourism Committee have already adopted the Trail Plan. She went over a list of projects that were recommended in the Plan and explained the projects that have already been started and are being worked on. PC Foster said if the Trail Plan were to be adopted by Council, the Planning Commission could look at adding Conditional Uses in specific zones such as Food Carts, the requirements of adding trail signage, and bike parking. He said he would recommend adding an overlay zone in those areas that may be affected when that time comes. He said the Commission will not be making decisions on those items tonight. He said tonight the Commission will just be making a decision to recommend the Council adopt the Trail Plan into the Comprehensive Plan.

PCM Busdieker asked if this was adopted into the Comprehensive Plan, which document will have precedence. PC Foster said the Comprehensive Plan is the controlling document. He said he would recommend identifying critical areas that we have to address and define those as a Trail Overlay Zone. He said he is specifically thinking of certain areas like the Bridge of the Gods with the connection of several trails in that area.

PCC Walker closed the hearing at 9:00pm.

PCM Renault said she would like to see the plan adopted.

PCM Brostoff said he likes what he sees.

PCM Busdieker said she thinks trails and bikes are a great addition to the town.

Motion: PCM Brostoff moved, seconded by PCM Busdieker, to recommend the Council adopt the Trail Plan into the City's Comprehensive Plan. The motion was passed unanimously by PCM's Renault, Brostoff, Busdieker and PCC Walker.

PC Foster asked if the Planning Commission meeting for December could be canceled as he will be out of the Country during most of the month of December. Everyone agreed that was ok with them. PCC Walker asked if PC Foster could put together a work plan. PC Foster said he would get everyone a 12 month work calendar to them in January.

PCC Walker adjourned the meeting at 9:04pm.

Prepared by:

Approved:

Megan Webb
Deputy City Recorder

Bob Walker
Planning Commission Chairman

STAFF REPORT

Date Prepared: December 3, 2012

for City Council Meeting on: December 10, 2012

TO: Honorable Mayor and City Council

PREPARED BY: Kathy Woosley, City Recorder

APPROVED BY: Paul Koch, Interim City Administrator

SUBJECT: Annual review and approval of garbage collection services and rates.

SYNOPSIS: Annually there is need to review and renew the rates and services between the City and Hood River Garbage. The services are effective from January 1, 2013 until December 31, 2013. Council action is by adoption of a resolution that establishes the new or revised rates for services.

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

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

1. Approve Resolution No. 1251.
2. Do not act on the proposed recommendation.
3. Take other action as may be desired by the City Council.

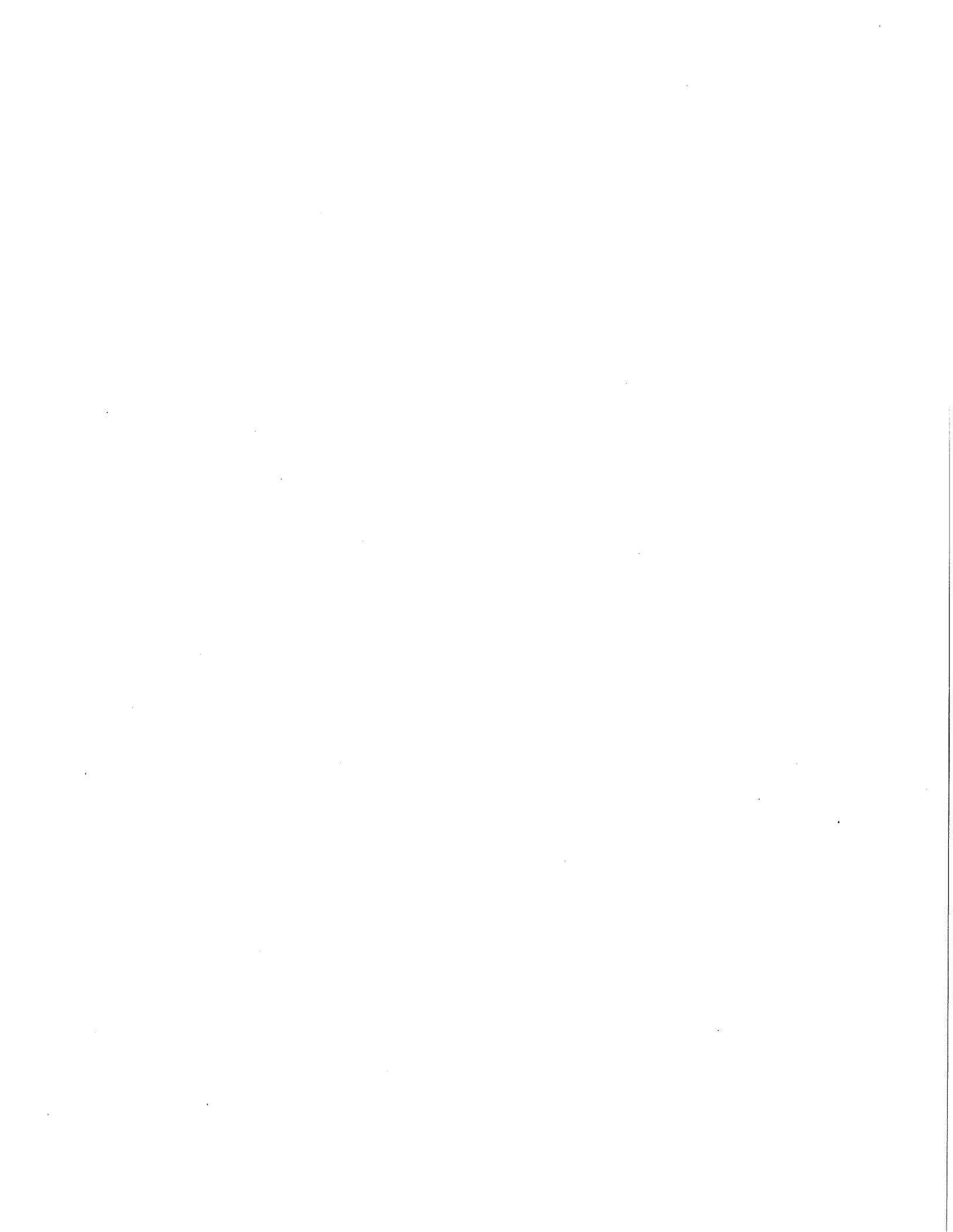
RECOMMENDATION: That City council, by motion, approve Resolution No. 1251 authorizing Waste Connections, Inc., d.b.a. Hood River Garbage, to collect solid waste and recycling within the City of Cascade Locks; setting charges and rates for providing such services; and repealing Resolution No. 1228.

Legal Review and Opinion: This is a standard annually renewed resolution. No legal review was required.

Financial review and status: Annually Hood River Garbage pays the City \$1,000. as a license fee. Additionally, Hood River Garbage is seeking an increase in the rate to be paid by customers. The CPI has increased by 2.2% and Hood River Garbage is seeking to increase rates from \$15.34 per month to \$15.64 per month for weekly curbside pickup for residential customers.

BACKGROUND INFORMATION:

1. The current resolution for services is attached for City Council information.
2. Hood River Garbage will continue to provide six twenty yard dumpsters for both spring and fall clean up events.
3. The current rate and fee structure is attached for City Council information.



RESOLUTION NO. 1251

A RESOLUTION AUTHORIZING WASTE CONNECTIONS, INC., d.b.a. HOOD RIVER GARBAGE, TO COLLECT SOLID WASTE AND RECYCLING WITHIN THE CITY OF CASCADE LOCKS; SETTING CHARGES AND RATES FOR PROVIDING SUCH SERVICES; AND REPEALING RESOLUTION NO. 1228.

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

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

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

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

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

SECTION 2. Recycling and Recycling Education. Waste Connections, Inc., shall continue bi-weekly curbside recycling pickup for an additional year from January 1, 2013 to December 31, 2013. Waste Connections, Inc. shall implement a recycling education and promotion program for the citizens and businesses of Hood River County. Not less than \$2,500 shall be expended on this recycling education program, and shall be expended in such a manner as to promote recycling in Hood River County.

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

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

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

SECTION 6. Repeal of Prior Resolutions. Resolution No. 1228 is hereby repealed.

SECTION 7. Effective Date. This resolution, upon adoption by the Mayor and City Council, shall become **effective on January 1, 2013**.

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

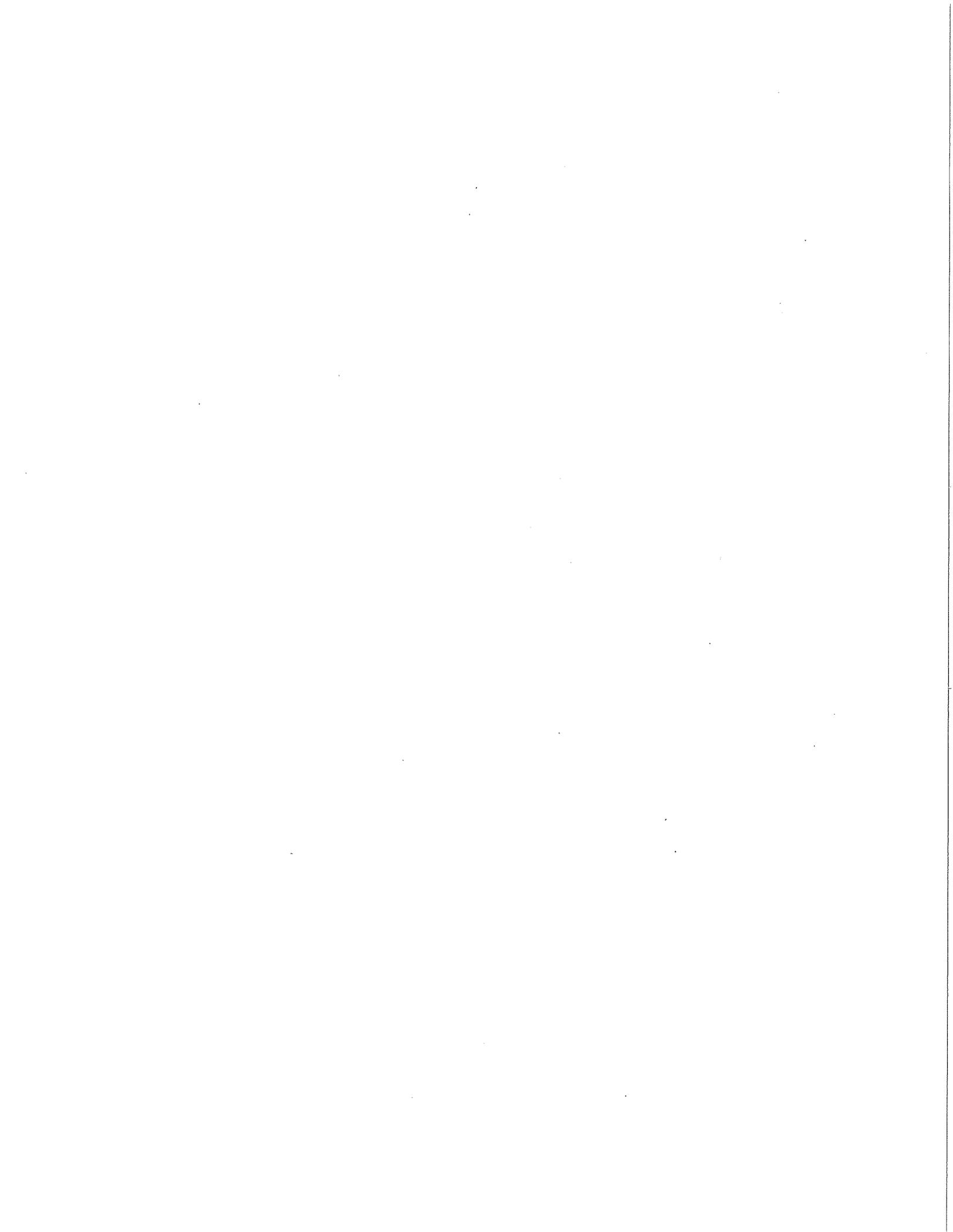
ADOPTED by the City Council this 10th day of December, 2012.

APPROVED by the Mayor this 10th day of December, 2012.

ATTEST:

City Recorder

Mayor



CASCADE LOCKS GARBAGE CITY RATES

Proposed Increase January 1, 2013

SERVICE	CURRENT RATE	Total LF Increase	Business Increase	TOTAL INCREASE	TOTAL RATE
RESIDENTIAL					
32 GALLON CAN					
Weekly					
- curbside	\$15.34	\$0.08	\$0.22	\$0.30	\$15.64
- carry out	\$20.50	\$0.08	\$0.32	\$0.40	\$20.90
* each addl 25 ft	\$2.92	\$0.00	\$0.05	\$0.05	\$2.97
EOW					
- curbside	\$12.11	\$0.05	\$0.19	\$0.24	\$12.35
- carry out	\$16.48	\$0.05	\$0.27	\$0.32	\$16.80
* each addl 25 ft	\$2.18	\$0.00	\$0.04	\$0.04	\$2.22
Monthly					
- curbside	\$8.26	\$0.02	\$0.14	\$0.16	\$8.42
- carry out	\$10.89	\$0.02	\$0.19	\$0.21	\$11.10
* each addl 25 ft	\$1.32	\$0.00	\$0.02	\$0.02	\$1.34
MINI 20 GALLON CAN					
Weekly					
- curbside	\$12.04	\$0.05	\$0.19	\$0.24	\$12.28
- carry out	\$15.85	\$0.05	\$0.26	\$0.31	\$16.16
* each addl 25 ft	\$2.92	\$0.00	\$0.05	\$0.05	\$2.97
EOW					
- curbside	\$10.07	\$0.02	\$0.17	\$0.19	\$10.26
- carry out	\$13.19	\$0.02	\$0.23	\$0.25	\$13.44
* each addl 25 ft	\$2.41	\$0.00	\$0.05	\$0.05	\$2.46
SPECIAL CHARGES					
- overweight/full	\$3.86	\$0.01	\$0.07	\$0.08	\$3.94
- extra bag/box	\$3.86	\$0.01	\$0.07	\$0.08	\$3.94
- Washer/Dryer/Stove	\$11.14	\$0.00	\$0.21	\$0.21	\$11.35
- Water Heater	\$11.14	\$0.00	\$0.21	\$0.21	\$11.35
- Sofa/Chair	\$10.18	\$0.00	\$0.19	\$0.19	\$10.37
- Mattress	\$10.18	\$0.00	\$0.19	\$0.19	\$10.37
- return trip	\$8.62	\$0.00	\$0.16	\$0.16	\$8.78
- Recycle Bin replacem	\$19.44	\$0.00	\$0.37	\$0.37	\$19.81
- Account Set Up Fee	\$5.52	\$0.00	\$0.10	\$0.10	\$5.62
- NSF	\$28.97	\$0.00	\$0.54	\$0.54	\$29.51
- Delinquent Fee	\$12.54	\$0.00	\$0.24	\$0.24	\$12.78

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

CASCADE LOCKS GARBAGE CITY RATES

Proposed Increase January 1, 2013

SERVICE	CURRENT RATE	Total LF Increase	Business Increase	TOTAL INCREASE	TOTAL RATE
COMMERCIAL					
32 GALLON CAN					
Weekly					
- curbside	\$15.34	\$0.08	\$0.22	\$0.30	\$15.64
- carry out	\$20.53	\$0.08	\$0.32	\$0.40	\$20.93
* each add 25ft	\$2.92	\$0.00	\$0.05	\$0.05	\$2.97
EOW					
- curbside	\$12.11	\$0.05	\$0.19	\$0.24	\$12.35
- carry out	\$16.48	\$0.05	\$0.27	\$0.32	\$16.80
* each add 25ft	\$2.18	\$0.00	\$0.04	\$0.04	\$2.22
Monthly					
- curbside	\$8.26	\$0.02	\$0.14	\$0.16	\$8.42
- carry out	\$10.89	\$0.02	\$0.19	\$0.21	\$11.10
* each add 25ft	\$1.32	\$0.00	\$0.02	\$0.02	\$1.34
SPECIAL CHARGES					
- overweight/full	\$3.86	\$0.01	\$0.07	\$0.08	\$3.94
- extra bag/box	\$3.86	\$0.01	\$0.07	\$0.08	\$3.94
- Washer/Dryer/Stove	\$11.14	\$0.00	\$0.21	\$0.21	\$11.35
- Water Heater	\$11.14	\$0.00	\$0.21	\$0.21	\$11.35
- Sofa/Chair	\$10.18	\$0.00	\$0.19	\$0.19	\$10.37
- Mattress	\$10.18	\$0.00	\$0.19	\$0.19	\$10.37
- White goods	\$11.14	\$0.00	\$0.21	\$0.21	\$11.35
- return trip	\$8.62	\$0.00	\$0.16	\$0.16	\$8.78
- Lock charge	\$3.43	\$0.00	\$0.06	\$0.06	\$3.49
- Access charge	\$3.43	\$0.00	\$0.06	\$0.06	\$3.49
- Recycle Bin replacem	\$19.44	\$0.00	\$0.37	\$0.37	\$19.81
- Account Set Up Fee	\$5.52	\$0.00	\$0.10	\$0.10	\$5.62
- NSF	\$28.97	\$0.00	\$0.54	\$0.54	\$29.51
- Delinquent Fee	\$12.54	\$0.00	\$0.24	\$0.24	\$12.78
1 - 1 1/2 Yd Containers					
- EOW	\$52.10	\$0.28	\$0.75	\$1.03	\$53.13
- 1XPW	\$93.11	\$0.55	\$1.29	\$1.84	\$94.95
- 2XPW	\$157.22	\$1.09	\$2.04	\$3.13	\$160.35
- 3XPW	\$218.68	\$1.64	\$2.74	\$4.38	\$223.06
2 - 1 1/2 Yd Containers					
- EOW					
- 1XPW	\$173.79	\$1.09	\$2.35	\$3.44	\$177.23
- 2XPW	\$347.58	\$2.19	\$4.71	\$6.90	\$354.48
- 3XPW	\$521.38	\$3.28	\$7.06	\$10.34	\$531.72

CASCADE LOCKS GARBAGE CITY RATES

Proposed Increase January 1, 2013

SERVICE	CURRENT RATE	Total LF Increase	Business Increase	TOTAL INCREASE	TOTAL RATE
3 - 1 1/2 Yd Containers					
- EOW					
- 1XPW	\$254.45	\$1.64	\$3.41	\$5.05	\$259.50
- 2XPW	\$508.90	\$3.28	\$6.83	\$10.11	\$519.01
- 3XPW	\$763.32	\$4.92	\$10.24	\$15.16	\$778.48
4 - 1 1/2 Yd Containers					
- EOW					
- 1XPW	\$335.09	\$2.19	\$4.47	\$6.66	\$341.75
- 2XPW	\$670.23	\$4.38	\$8.95	\$13.33	\$683.56
- 3XPW	\$1,005.52	\$6.57	\$13.42	\$19.99	\$1,025.51
5 - 1 1/2 Yd Containers					
- 3XPW	\$1,247.29	\$8.21	\$16.60	\$24.81	\$1,272.10
1 - 2 Yd Containers					
- EOW	\$69.45	\$0.37	\$1.00	\$1.37	\$70.82
- 1XPW	\$124.17	\$0.73	\$1.73	\$2.46	\$126.63
- 2XPW	\$209.65	\$1.46	\$2.72	\$4.18	\$213.83
- 3XPW	\$291.58	\$2.19	\$3.65	\$5.84	\$297.42
1 - 3 Yd Containers					
- EOW	\$104.14	\$0.55	\$1.50	\$2.05	\$106.19
- 1XPW	\$186.26	\$1.09	\$2.59	\$3.68	\$189.94
- 2XPW	\$314.45	\$2.19	\$4.08	\$6.27	\$320.72
- 3XPW	\$437.35	\$3.28	\$5.48	\$8.76	\$446.11
SPECIAL CONTAINER CHARGES					
- Deliver Charge per cont	\$27.74	\$0.00	\$0.52	\$0.52	\$28.26
- Extra Loose ydgs	\$14.44	\$0.08	\$0.20	\$0.28	\$14.72
- Return Trip	\$9.33	\$0.00	\$0.18	\$0.18	\$9.51
- Access Charge	\$9.33	\$0.00	\$0.18	\$0.18	\$9.51
- Roll out over 15 ft	\$3.43	\$0.00	\$0.06	\$0.06	\$3.49
- Roll out over 20 ft	\$5.53	\$0.00	\$0.10	\$0.10	\$5.63
- Off day pu	\$6.79	\$0.00	\$0.13	\$0.13	\$6.92
- Rent-a-Bin (1.5 Yards)	\$60.09	\$0.13	\$1.02	\$1.15	\$61.24
- On Call Container (1.5 Yards)	\$29.61	\$0.13	\$0.45	\$0.58	\$30.19
- Mileage 15 miles RT from LF	\$3.11	\$0.00	\$0.06	\$0.06	\$3.17

CASCADE LOCKS GARBAGE CITY RATES

Proposed Increase January 1, 2013

SERVICE	CURRENT RATE	Total LF Increase	Business Increase	TOTAL INCREASE	TOTAL RATE
COMPACTORS					
- Swap	\$133.94	\$0.00	\$2.52	\$2.52	\$136.46
- CP extra ydg	\$20.71	\$0.43	\$0.03	\$0.46	\$21.17
DROP BOXES					
- Delivery (per trip)	\$62.86	\$0.00	\$1.18	\$1.18	\$64.04
- Moving Fee (per trip)	\$62.86	\$0.00	\$1.18	\$1.18	\$64.04
- DB Swap	\$119.29	\$0.00	\$2.24	\$2.24	\$121.53
- Compactor Swap	\$129.04	\$0.00	\$2.43	\$2.43	\$131.47
- Excess weight (per trip)	\$64.35	\$0.00	\$1.21	\$1.21	\$65.56
- Ex miles(over 15m rt)	\$3.11	\$0.00	\$0.06	\$0.06	\$3.17
- Daily DM (over 96 hrs)	\$5.32	\$0.00	\$0.10	\$0.10	\$5.42
- Monthly DM (Max)	\$125.06	\$0.00	\$2.35	\$2.35	\$127.41
- Special DB (per day lid/screen/winch	\$4.59	\$0.00	\$0.09	\$0.09	\$4.68
- Special DB (per month max)	\$138.62	\$0.00	\$2.61	\$2.61	\$141.23
- Waiting time (per min)	\$1.60	\$0.00	\$0.03	\$0.03	\$1.63
TS tip fee per yard (loose)	\$14.39	\$0.15	\$0.14	\$0.29	\$14.68
TS tip fee per yard (compacted)	\$20.40	\$0.43	\$0.03	\$0.46	\$20.86
MISC EQUIP RENTAL Per HOUR					
- Rear Loader	\$122.11	\$0.00	\$2.30	\$2.30	\$124.41
- Roll Off	\$107.73	\$0.00	\$2.02	\$2.02	\$109.75
- Extra Labor	\$28.16	\$0.00	\$0.53	\$0.53	\$28.69
- Labor OT	\$42.24	\$0.00	\$0.79	\$0.79	\$43.03

STAFF REPORT

Date Prepared: 12/4/12

For City Council Meeting on: December 10, 2012

TO: Honorable Mayor and City Council

PREPARED BY: Shirelle Price, Accounting Clerk

APPROVED BY: Paul Koch, ICA

SUBJECT: Approve revised contract with Columbia Credits, Inc for collection services for the City's uncollectible utilities.

SYNOPSIS: Council authorized the Mayor to sign a contract with Columbia Credits, Inc. for collection services on August 13, 2012. Upon a second review from the City Attorney, it was their opinion that the agency's proposed contract was not sufficient. The attorney has negotiated a new contract with Columbia Credits, Inc. This issue comes to City Council for formal action at this time.

CITY COUNCIL OPTIONS:

1. Authorize the Mayor to sign the new contract with Columbia Credits, Inc. to serve as the collection agency for the City
2. Take no action at this time.
3. Provide another direction for staff.

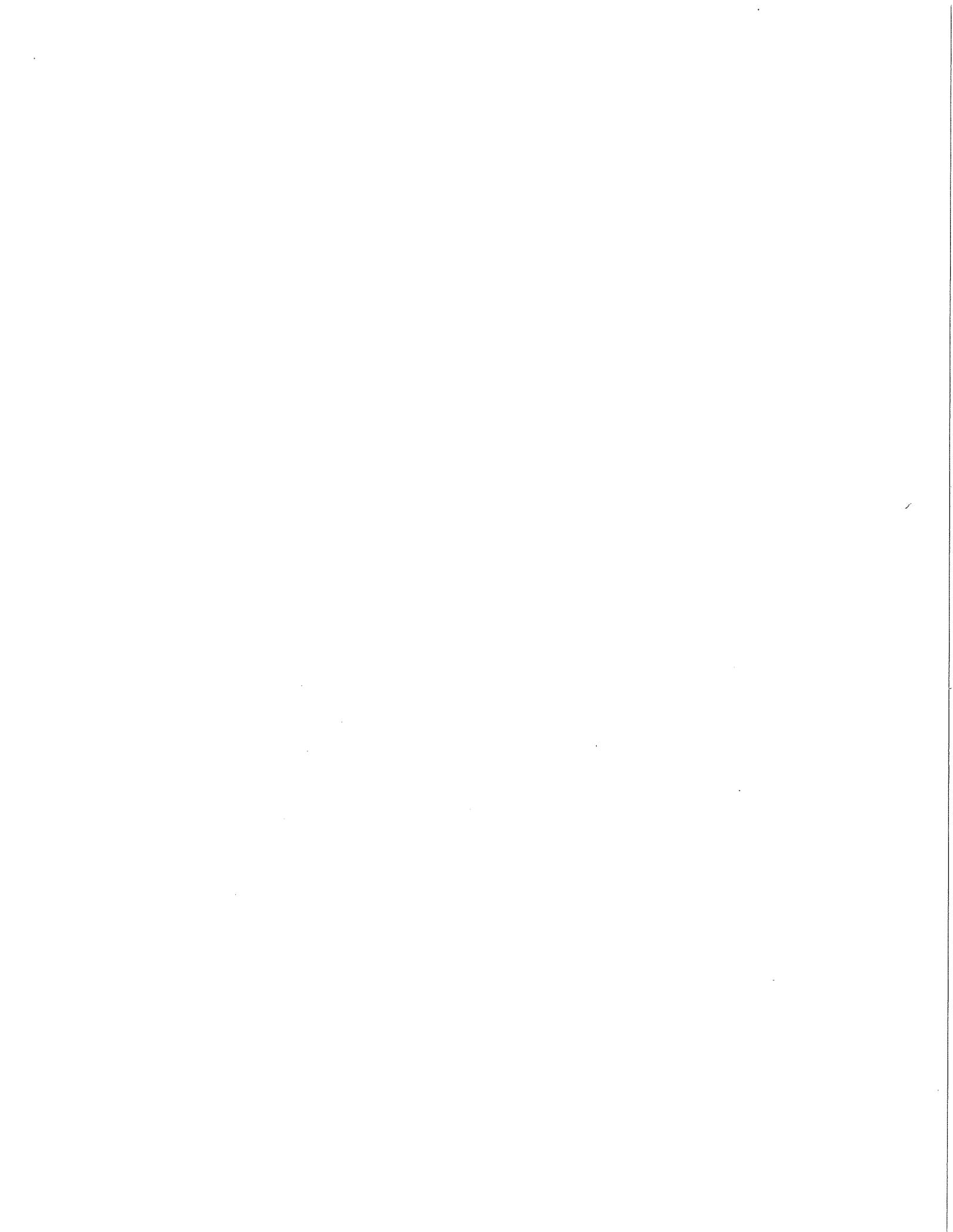
RECOMMENDATION: That City Council, by motion, authorize the Mayor to sign a contract with Columbia Credits, Inc. for collection services.

Legal Review and Opinion: The City's attorney has negotiated and drafted this contract.

Financial review and status: NA

BACKGROUND INFORMATION:

1. In August, Council authorized the Mayor to sign an agreement with Columbia Credits, Inc. for collection services. The Attorney's opinion was that the agency's agreement was not sufficient and negotiated a contract for collection services.
2. The agreement authorized by City Council on 8/13/12 is attached for your review.
3. The Collection Services Contract and exhibits are attached for your review.



3. Consideration

a. City shall compensate Contractor in accordance with the compensation schedule set forth in Exhibit A. Out-sourced expenses will be reimbursed only if City has authorized the out-sourced expense by written addenda. City will not pay Contractor for Work performed before the date this Contract becomes effective or after the termination of this Contract.

b. Contractor shall remit all amounts due to the City in a timely manner on or immediately after the first and fifteenth of each month. The supporting detailed reports shall provide sufficient detail to meet the requirements of the City as determined by the City's Finance Director.

c. For purposes of remitting funds, any payments received by Contractor that are in the form of a check shall be deemed collected ten business days after deposit. Any check that is returned to Contractor by the financial institution with the ten business day period shall be considered uncollected and not subject to remittance. All other payments received are deemed collected upon deposit. In the event that an instrument of payment is dishonored by a financial institution after remittance to the City, the Contractor has the right to bill the City for the sum of the dishonored funds.

d. Contractor shall send the City an invoice for any fee due and include detail sufficient to support the amount due. City shall review all submitted invoices promptly and shall pay Contractor all undisputed amounts within 30 days of City's receipt of the invoice.

e. City shall promptly notify Contractor of any payments received on behalf of a debtor on an assigned account from a source other than Contractor. Contractor shall include the payment in its subsequent invoice to City.

4. Standard of Care. Contractor shall provide services with the degree of skill and diligence normally employed by professionals performing the same or similar services at the time the services are performed. Contractor shall, at all times during the term of this Contract, be duly licensed to perform the Work, and if there is no licensing requirement, be duly qualified and competent.

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 which may be withheld in its sole discretion. In addition to any other provisions City may require, Contractor shall include in any permitted subcontract under this Contract provisions to ensure that City will receive the benefit of subcontractor performance as if the subcontractor were the Contractor under this Contract. City's consent to any subcontract does not relieve Contractor of any of its duties or obligations under this Contract.

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

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

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

unless the third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of the terms of this Contract.

9. Representations and Warranties.

a. Contractor's Representations and Warranties. Contractor represents and warrants to City that (1) Contractor has the power and authority to enter into and perform this Contract, (2) this Contract, when executed and delivered, is a valid and binding obligation of Contractor enforceable in accordance with its terms, (3) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession, (4) Contractor will, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work, and (5) Contractor prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty. The warranties set forth herein are in addition to, and not in lieu of, any other warranties provided.

10. Confidential Information.

a. Contractor acknowledges that it or its employees, subcontractors or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is the confidential information of City or City's clients. Any and all information provided by City and marked confidential, or identified as confidential in a separate writing, that becomes available to Contractor or its employees, subcontractors or agents in the performance of this Contract shall be deemed to be confidential information of City ("Confidential Information"). Any reports or other documents or items, including software, that result from Contractor's use of the Confidential Information and any Work Product (as defined below) that City designates as confidential are deemed Confidential Information. Confidential Information shall be deemed not to include information that: (a) is or becomes (other than by disclosure by Contractor) publicly known; (b) is furnished by City to others without restrictions similar to those imposed by this Contract; (c) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Contract; (d) is obtained from a source other than City without the obligation of confidentiality; (e) is disclosed with the written consent of City; or (f) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

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

Notwithstanding the provisions of a. and b. of this section, Contractor is authorized to report account information to any or all to the national credit reporting bureaus and make such other lawful disclosures as may be deemed necessary during the pursuit of location and/or asset information.

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

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

11. Work Product and Intellectual Property.

a. All work product of Contractor created solely and exclusively for City under this Contract is the exclusive property of the City. Contractor waives and releases all rights relating to the use of the work under this Contract, including any rights arising under 17 U.S.C. § 106A. Reuse of work product by City or others for purposes outside the scope of work shall be without liability to Contractor.

b. Intellectual property rights include without limitation all patents, copyright, design rights and trademarks (whether registered or unregistered), data base rights, moral rights, skill and/or knowhow and other similar rights, whether existing now and/or in the future, wherever existing, if specifically designed for City, together with the right to apply for protection and/or extensions of the same and any goodwill relating thereto.

Any intellectual property rights belonging to Contractor or City, respectively, at the commencement of this Contract or developed during this Contract, shall remain at all times the respective party's property. Neither party will acquire any right, title and/or interest in the other party's intellectual property as a result of this Contract except the rights to use the other party's intellectual property for the purposes of carrying out this Contract during the term of this Contract, which right to use is hereby granted by each party to the other non-exclusive, non-transferable, royalty free license to its intellectual property for the sole purpose of, and to the extent necessary for, performing their respective obligations under this Contract. Neither party shall make any other use of the other party's intellectual property. Neither party shall, in the performance of this Contract, infringe the intellectual property rights of any person.

12. Indemnity.

a. **GENERAL INDEMNITY.** EACH PARTY SHALL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS THE OTHER PARTY 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 NEITHER PARTY IS OBLIGATED TO INDEMNIFY THE OTHER TO THE EXTENT THE LIABILITIES RESULT FROM OR ARISE OUT OF THE OTHER'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.** EACH PARTY SHALL HAVE CONTROL OF THE DEFENSE AND SETTLEMENT OF ANY CLAIM THAT IT IS OBLIGATED TO DEFEND UNDER SECTIONS 12.a OR 12.b; HOWEVER, NEITHER CONTRACTOR NOR ANY ATTORNEY ENGAGED BY CONTRACTOR SHALL DEFEND THE CLAIM IN THE NAME OF THE CITY, NOR PURPORT TO ACT AS LEGAL REPRESENTATIVE OF THE CITY OR ANY OF ITS AGENCIES, WITHOUT FIRST RECEIVING FROM THE CITY ATTORNEY, IN A FORM AND MANNER DETERMINED APPROPRIATE BY THE CITY ATTORNEY, AUTHORITY TO ACT AS LEGAL COUNSEL FOR THE CITY, NOR SHALL CONTRACTOR SETTLE ANY CLAIM ON BEHALF OF THE CITY WITHOUT THE APPROVAL OF THE CITY ATTORNEY. THE CITY MAY, AT ITS ELECTION AND EXPENSE, ASSUME ITS OWN DEFENSE AND SETTLEMENT IN THE EVENT THAT THE CITY DETERMINES THAT CONTRACTOR IS PROHIBITED FROM DEFENDING THE CITY, OR IS NOT ADEQUATELY DEFENDING THE CITY'S INTERESTS, OR THAT AN IMPORTANT GOVERNMENTAL PRINCIPLE IS AT ISSUE AND THE CITY DESIRES TO ASSUME ITS OWN DEFENSE.

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

14. Default; Remedies; Termination.

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

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

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

(iii) Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Work under this Contract within the time specified or any extension thereof, or so fails to pursue the Work as to endanger Contractor's performance under this Contract in accordance with its terms, and the breach, default or

failure is not cured within fourteen (14) calendar days after City's notice, or any longer period as City may specify in the notice.

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

- (i) termination of this Contract under Section 14.e(ii);
- (ii) withholding all monies due for Work and Work Products that Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;
- (iii) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;
- (iv) exercise of its right of setoff.

These remedies are cumulative to the extent the remedies are not inconsistent, and City may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Contractor was not in default under Sections 14.a, then Contractor shall be entitled to the same remedies as if this Contract was terminated pursuant to Section 14.e(i).

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

- (i) City fails to pay Contractor any amount pursuant to the terms of this Contract, and City fails to cure the failure within thirty (30) calendar days after Contractor's notice or any longer period as Contractor may specify in the notice; or
- (ii) City commits any material breach or default of any covenant, warranty, or obligation under this Contract, and the breach or default is not cured within thirty (30) calendar days after Contractor's notice or any longer period as Contractor may specify in the notice.

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

e. Termination.

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

- (A) For its convenience upon thirty (30) days' prior written notice by City to Contractor;
- (B) Immediately upon written notice if City fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to pay for the Work or Work Products; or
- (C) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the City's purchase of the Work or Work Products under this Contract is prohibited or City is prohibited from paying for such Work or Work Products from the planned funding source.

(ii) **City's Right to Terminate for Cause.** In addition to any other rights and remedies City may have under this Contract, City may terminate this Contract immediately upon written notice by City to Contractor, or at such later date as City may establish in the notice, or upon expiration of the time period and with the notice as provided in Section 14.e(ii)(B) and 14.e(ii)(C) below, upon the occurrence of any of the following events:

- (A) Contractor is in default under Section 14.a(i) because Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
- (B) Contractor is in default under Section 14.a(ii) because Contractor no longer holds a license or certificate that is required for it to perform services under the Contract and Contractor has not obtained the license or certificate within fourteen (14) calendar days after City's notice or any longer period as City may specify in such notice; or
- (C) Contractor is in default under Section 14.a(iii) because Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Contractor's performance under this Contract in accordance with its terms, and the breach, default or failure is not cured within fourteen (14) calendar days after City's notice, or any longer period as City may specify in such notice.

(iii) Contractor's Right to Terminate for Cause. Contractor may terminate this Contract with written notice to City as provided in Sections 14.e(iii)(A) and 14.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 14.c(i) because City fails to pay Contractor any amount pursuant to the terms of this Contract, and City fails to cure such failure within thirty (30) calendar days after Contractor's notice or any longer period as Contractor may specify in the notice; or

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

(iv) Return of Property. Except as provided in (f) below and to the extent permitted by law, 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, to the extent permitted by law.

f. Canceled and Returned Accounts. Accounts canceled and returned to City will be canceled and returned without penalty or fee assessed to the City. In the event of termination for convenience by the City, or expiration of this Contract, accounts which have made payments within the six months prior to date of termination will not be canceled by the City for six months from date of termination; accounts that are in active payment plans will not be canceled until the later of (1) six months from date of termination, or (2) completion of the plan (provided that, if the debtor defaults in their payment plan more than six months after the date of termination, then Contractor shall cancel the account if the default is not cured within 30 days); accounts for which the City has approved legal action may not be canceled until the earlier of (1) full satisfaction of the account, including legal fees and costs, or (2) one year from the date of termination (provided that if an account is on an active payment plan, then Contractor need not cancel it after one year unless the debtor defaults on the payment plan and fails to cure the default within 30 days). All other accounts shall be returned by Contractor to the City within 30 days of notice of termination of the Contract. In the event of termination for cause, all accounts shall immediately be returned to the City. Notwithstanding the foregoing, this section does not apply to accounts that are in litigation.

15. Records Maintenance; Access; Confidential Information.

a. 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. City shall provide Contractor with no less than 10 days prior written notice of its intent to inspect records under this section.

b. Confidential Information. Contractor understands that Contractor may be privy to information that is confidential, proprietary or sensitive in nature, which information shall not be disclosed to any third party or person without the consent of the City, or at the City's discretion, either during the term of this Contract or after its termination. Any analysis or commentary provided by Contractor of a confidential or sensitive nature shall not be released or disclosed to any person without the consent of the City.

i. In the performance of this Contract, Contractor may have possession or access to documents, records or items that contain "Personal Identifiable Information: (PII) as that term is used in ORS 646A.602(11), including Social Security Numbers. Contractor shall protect PII from loss, theft and disclosure to unauthorized persons as required by the Oregon Consumer Identity Theft Protection Act, ORS 646A.600-646A.628.

ii. Contractor shall report to the City, as promptly as possible, any breach of security, sue disclosure, theft, loss, or other unauthorized access of any document, record, compilation of information, or other item that contains PII to which the Contractor receives access, possession, custody or control in the performance of this Contract.

iii. Contractor shall ensure the compliance of its employees and agents with this section.

16. Compliance with Applicable Law. Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Contract, including the Fair Debt Collection Practices Act, Federal Equal Credit Opportunity Act, and the Consumer Credit Protection Act, as amended. This Agreement incorporates the provisions required to be in an agreement of this type by ORS 279B.200 through 279B.235 (see Exhibit C).

a. Without limiting the foregoing, Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973 and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and to comply with the American with Disabilities Act (ADA) of 1990, as amended, ORS 659A, and all regulations and administrative rules established pursuant to those laws. Contractor agrees to comply with ADA in its employment and nondiscrimination practices, and that it shall perform its contractual obligations consistent with ADA federal and state requirements. Contractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(ee)), recycled PETE products (as defined in ORS 279A.010(ff)), and other recycled products (as "recycled product" is defined in ORS 279A.010(gg)).

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

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

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

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

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

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

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

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

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

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

CONTRACTOR

By: _____
Title: _____

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

CITY

Lance Masters
Mayor

Scope of work—Exhibit A

City of Cascade Locks declares that they are a public body as outlined in ORS 174.109 and entitled to the provisions therein. On all accounts listed from effective date of this agreement, the City agrees to notify subject of the existence of the debt, stating that the debt will be assigned to the contractor and the amount of the collection fee that will be added to the debt as set forth in ORS 697.105. A copy of the notification will be retained by the City or provided to the Contractor at the time of account placement.

Contractor agrees to provide collection services at the rate of 35% of the total amount of the debt. Such fees will be added to the original amount of the claim and when collected, the original listed principal along with the collection fee outlined above will be remitted to the City. The contractor will bill the City for the earned collection fee.

Contractor will charge the consumer the statutory interest of 9% apr from the latter of the date of last service or the date of last payment. Contractor shall use earned interest as a negotiation tool when appropriate and reserves the right to retain any interest collected.

All payments whether received by the Contractor or made directly by the City will be applied 1/3 to the collection fee and 2/3 to the City's principal. Interest if collected will be credited last.

Services to be provided by Contractor shall include:

1. Initial notice and validation of the debt as required under the Fair Debt Collection Practices Act.
2. Telephonic contact with consumer when contact information is known.
3. Skip tracing services on accounts that have bad addresses and/or phone numbers.
4. Credit report accounts that remain in our office unpaid for more than 45 days.
5. Acquire credit reports and/or engage in other attempts to identify consumer assets when appropriate.
6. Administrate Bankrupt accounts including the filing of proof of claim and other required responses to the court.
7. Locate estate assets and appropriate claims.
8. File suit when it is deemed appropriate and necessary to effect collection. Legal actions taken may include:
 - a. Executions against wages, bank accounts or other assets.
 - b. Judgment debtor's examinations.
 - c. Securing liens on real property.
9. Provide periodic progress reports as may be required by the City.

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, if applicable to the Work provided.

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

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

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

EXHIBIT C
Relevant Provisions Of ORS Chapter 279B

279B.220 Conditions concerning payment, contributions, liens, withholding. Every public contract shall contain a condition that the Contractor shall:

- (1) Make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the work provided for in the contract.
- (2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subContractor incurred in the performance of the contract.
- (3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- (4) Pay to the Department of Revenue all sums withheld from employees under ORS 315.167.

279B.230 Condition concerning payment for medical care and providing workers' compensation.

(1) Every public contract shall contain a condition that the Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the Contractor, of all sums that the Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

(2) Every public contract shall contain a clause or condition that all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [2003 c.794 §76c]

279B.235 Condition concerning hours of labor.

(2) An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

(3) In the case of contracts for personal services as described in ORS 279A.055, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

(5) (a) Except as provided in subsection (4) of this section, contracts for services must contain a provision that requires that persons employed under the contracts shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

(b) An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

MASTER ASSIGNMENT AGREEMENT

City of Cascade Locks, hereafter referred to as Client, will refer accounts to Columbia Credits, Inc. with detailed information on subjects, such as responsible party, social security number, date of birth and place of employment when available. Listing should include date of service, service address, beginning and principal balance, should they be different and a summary of services rendered. Columbia Credits will request itemized statements on an "as needed" basis.

Referral shall become effective as an assignment as fully and as perfectly as though a separate written assignment had been executed and delivered by Client.

Client agrees to refer true and correct principal balances due and owing, indicate date of last charge, without service charges and indicate amount added if interest or collection fees or service charges have been assessed.

RATES AND CONDITIONS

Regular collections	35%
---------------------	-----

Exceptions

Accounts in litigation	40%
Accounts forwarded out	40%

Columbia Credits, Inc. will provide detailed printouts of the status of accounts on a regular basis, depending upon Client's needs and requirements.

Columbia Credits, Inc. shall have full power to collect, enforce, sue upon, settle, compromise, forward to associate collectors, report accounts to credit reporting agencies and have authority to endorse and collect any check, money order or other instrument in payment of any claim assigned or previously assigned and re-assigned.

Columbia Credits, Inc. shall hold all moneys due the Client in a trust deposit account and remit the principal amount collected minus any commission earned, no later than the last day of the month following collection, allowing sufficient time for possible returned checks to be processed. Commissions earned will be billed in the percentage rates agreed upon. Direct payment commissions will be billed as a separate item on the statement. The terms for all commission payments are net 30 days.

In the event Columbia Credits, Inc. files suit or action on an account they may reimburse themselves for the court costs, disbursements and attorney fees, as may be awarded by the court, out of first proceeds of collection and shall retain all interest collected after date of assignment, if any.

In the event a consumer should return to service with the Client, or a direct payment is received as a requirement to reestablish the same type of service as that creating the original default, Columbia Credits, Inc. agrees to return the remaining balance of the account with no additional commission due unless: 1) litigation has commenced on the account 2) a payment agreement has been established with the consumer. When reporting the reestablishment of services the Client agrees to report the name, type of service established, mailing and new service address and phone number of the consumer.

If, during the course of investigation, Columbia Credits, Inc. finds that the assigned account has been paid, or partially paid, previous to the date of assignment, Client agrees to remit 15% of the amount of payment in consideration of Columbia Credits, Inc.'s expending time, money and materials in making this discovery.

Notwithstanding those exceptions previously outlined in this agreement, it is understood that Columbia Credits, Inc. shall be entitled to full commission on all payments received, either as direct payment or from any source whatsoever. Assignor further agrees to notify Columbia Credits, Inc. promptly of all payments made direct to them.

If any account assigned is a covered transaction, Client represents they have, so far as it is within their knowledge and control, complied with the **FEDERAL TRUTH-IN-LENDING ACT**, and the **FEDERAL FAIR DEBT COLLECTION PRACTICES ACT**, if it applies and so indicated upon assignment.

This assignment agreement is subject to change by addendum upon agreement of both parties.

Accepted on 8/13/12

Accepted on 7/26/12

City of Cascade Locks
140 SE Wa-Na-Pa St
Cascade Locks, OR

COLUMBIA CREDITS, Inc.
400 W. Third Street
PO Box 1607
The Dalles, OR 97058

541-374-8484

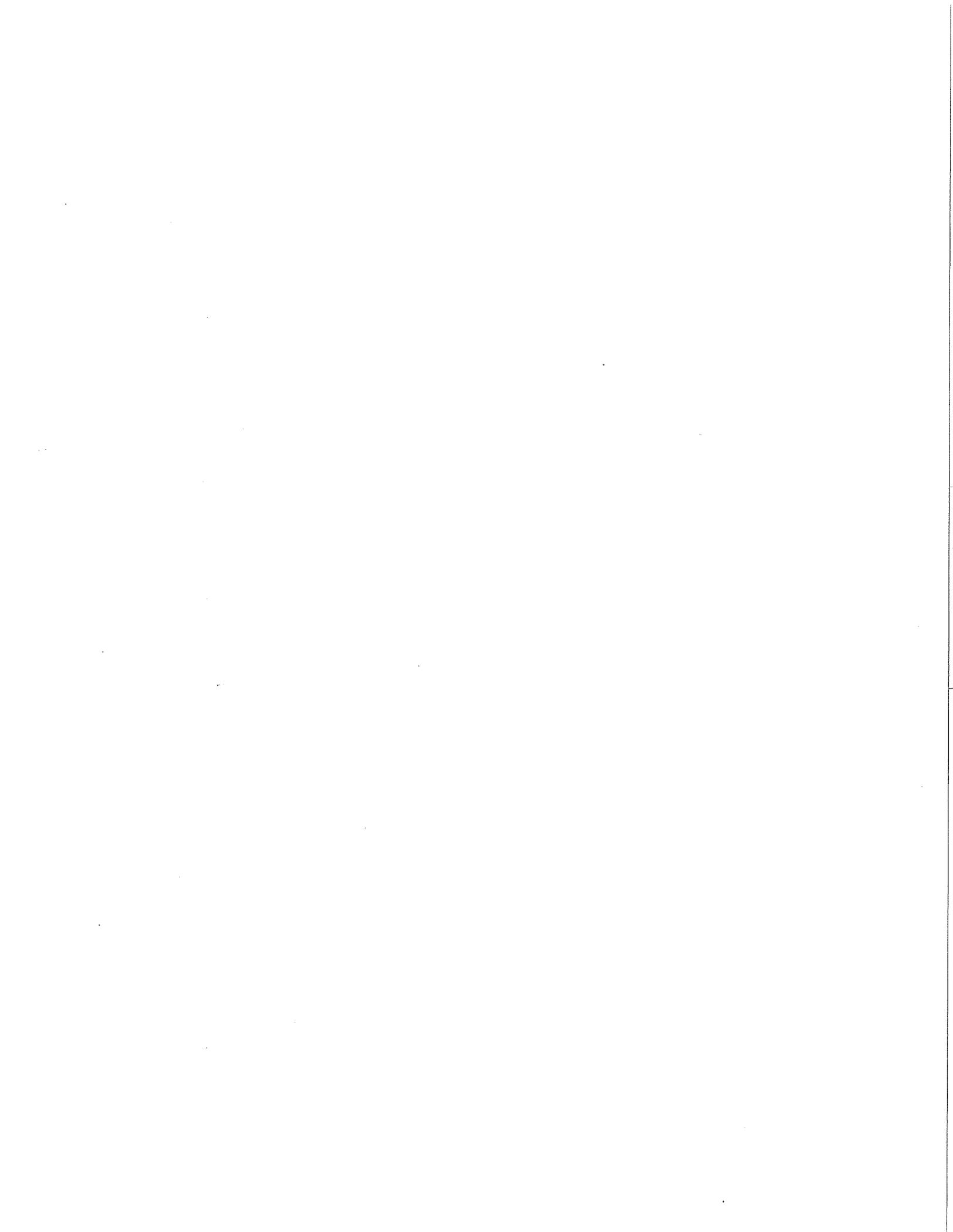
By [Signature]

By [Signature]

Title MAYOR

Title President

Contact: _____



7.6.

STAFF REPORT

Date Prepared: December 3, 2012

For City Council meeting of December 10, 2012

TO: Hon. Mayor and City Council Members

PREPARED BY: Paul Koch, ICA



APPROVED BY: N/A

SUBJECT: Recommendation to create a City Council sub-committee on Finance and Operations

SYNOPSIS: Periodically throughout the past 15 months, we have discussed the advisability of City Council creating a sub-committee structure to deal with various important issues facing the City. In the early parts of 2012 the City Council did create a sub-committee on Economic Development, adopted a job description for that subcommittee and appointed three members to the sub committee. Since that time, this sub-committee joined forces with the Port and now works in partnership with the Port as the Joint Work Group on Economic Development (JWGED).

It was also suggested that a City Council Sub-Committee on Emergency Services be created, but that never fully got off the ground. Now comes the suggestion for the creation of a City Council Sub-Committee on Finance and Operations.

Given the difficult financial future facing Cascade Locks (and every other city and state) it seems reasonable to begin to look around for ways to more effectively deal with the many issues facing the community and for better ways to deliver needed services. The sub-committee approach is used effectively in many other communities in both Oregon and Washington. Operated correctly it provides staff with an extra set of eyes and hands to help deal with the pressing issues of the day. It also provides elected officials with greater understanding and knowledge of service delivery. Cascade Locks can look forward to some very serious financial issues over the next few years and until more local economic development materializes. The sub-committee approach, where city council members work as a part of the team with city staff can and should assist everyone better understand the issues and come up with solid recommendations that will work here.

RECOMMENDATION: That City Council discuss the concept of a Sub-Committee on Finance and Operations and provide staff with some sort of direction for any future action desired by City Council. This is not an action item but for discussion and direction only.

The Benefit of this creation: Staff gets more help in dealing with some of the issues and the elected officials gain huge knowledge of operations, finance and delivery of services. It might be anticipated that the community will feel better knowing the City Council is more actively involved. You will have more people with more knowledge to respond to the questions from the public. Decision making by City Council should also be better as you will have more eyes looking at issues and more ideas to include in the process before an issue gets to the full City Council. And, this approach to issues does not detract from the decision making authority of the City Council, done correctly it can significantly strengthen the decision-making process.

Legal Review and Opinion: N/A

Finance Review and Status: N/A.

BACKGROUND INFORMATION:

1. A copy of the proposed Sub-Committee job description is attached for City Council information.
2. Staff will be present to answer any questions City Council might have.

City of Cascade Locks, Oregon
Job Description
City Council Sub-Committee
November 2012

PROPOSED: JOB DESCRIPTION

CITY COUNCIL SUB-COMMITTEE FINANCE AND OPERATIONS

Purpose: This City Council sub-committee is created to provide City Council oversight, assistance and guidance for financial matters and operations of all city departments except Emergency Services. (Assumes that a special sub-committee will be established for Emergency Services) This sub-committee works with the City Administrator, Department Heads and others to ensure close monitoring of city finances, assist staff in supporting the needs of both the sub-committee and City Council and to assist the various departments in carrying out their purpose and objectives. This is a partnership between the sub-committee members and staff to better serve the needs of the community. This sub-committee will work with staff to come up with solutions that will benefit the community.

Membership: This City Council Sub-Committee shall be made up of three members of the City Council. Appointments will be made by motion by the City Council.

General Description of Duties: This City Council Sub-Committee shall carry out the following duties. This sub-committee does not replace the function of the City Council but makes recommendations to City Council.

1. Become educated regarding city financial matters and the operations of the various city departments.
2. Work with staff and or consultants to develop proposed policy, programs and procedures that will ensure a healthy financial situation for the City and community and assist the departments achieve their approved objectives, and departmental success.
3. Assist staff in the development of the proposed budget for the various departments in relation to the budget priorities approved by the City Council as a part of the annual budget process.
4. Meet regularly with staff and carry recommendations to the full City Council on matters dealing with finance and the affected departments.
5. Serve as the City Council liaison regarding finance and the affected departments.
6. Communicate issues and concerns from the community to the full City Council.
7. Other matters and assignments as may be requested by the City Council.
8. Keep the full City Council informed regarding financial matters and issues within the operating departments.
9. Ensure that all services are delivered in an effective and efficient manner.
10. Assist departments and the City in the codification process.
11. Assist in the design and documentation of needed service levels and budget for the various departments.

12. Develop and make recommendations to the full City Council on all matters of interest to the sub-committee.

How for the Finance and Operations Sub-Committee success will be measured:

1. Sub-Committee members and city staff will work together for the benefit of the community.
2. Economic development efforts will be strengthened.
3. Services will be regularly evaluated, assessed and changed to better serve needs.
4. The sub-committee members and the full City Council will be better educated about the operations of each department and needs.
5. The city will operate more effectively and efficiently.
6. New more effective solutions and ideas will have been developed.

STAFF REPORT

Date Prepared: December 4, 2012

For City Council meeting on December 10, 2012

TO: Hon. Mayor and City Council

PREPARED BY: Marianne Bump, Finance Officer 

APPROVED BY: Paul Koch, ICA 

SUBJECT: Discussion and review of proposed Fiscal Management Policies

SYNOPSIS: The development of Fiscal Management Policies has been often discussed for the past year. Staff has prepared the attached document of proposed fiscal policies for City Council review, suggestion and ultimately approval in January of 2013. The fiscal policies are designed to provide policy direction within the city for all matters dealing with the financial well being of the City. In preparing this proposed document, staff has done research of other cities to determine what sorts of policies they have in place. This is a start and should begin to move the City to greater management and control over financial matters while also clarifying the City Council desired policy.

This draft document comes to City Council for review, discussion and any changes or additions City Council would like to make.

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

- A. Take no action at this time.
- B. Complete the review and comments and direct staff to return in January with a final document for City Council adoption.
- C. Other action as may be desired by City Council.

RECOMMENDATION: That City Council review and comment on the proposed Fiscal Policies and direct staff to make desired alterations and direction to bring the final document forward in January 2013 for final City Council action.

Legal Review and Opinion: N/A.

Financial Review and Status: Adoption of a set of Fiscal Policies will help guide the City organization and staff in managing the finances of the City Government. It will benefit the City and provide for better management of City resources.

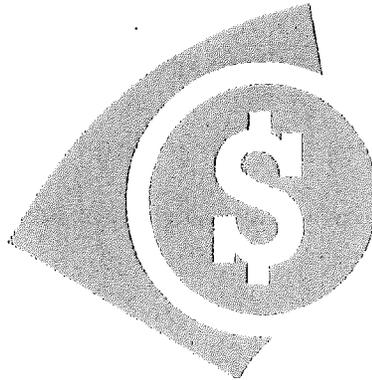
BACKGROUND INFORMATION:

1. A copy of the Draft Proposed Policies is attached for City Council review and comment.
2. The proposed policy contains the following elements.
 - A. Describes Fund Balance and directs implementation in all departments. (Section 2)
 - B. Identifies the annual budgeting process and sets direction for annual budget preparation. (Section 3)
 - C. Establishes an annual review of fees and charges. The proposed policy does not recommend any fee or charge increases; it does establish need to annually review fees and charges. (Section 4)
 - D. Formalizes the expenditure policies and sets limits of expense authority within the organization. (Section 5)
 - E. Establishes a Capital Asset Policy. (Section 6)
 - F. Proposes Land Acquisition Policies. (Section 7)
 - G. Documents the policy to be used with City Boards, Commissions and Committees and clarifying their role as advisory to City Council only. This section clarifies the proper role and responsibility of such city committees. (Section 13)
 - H. Establishes policy for levels of expenditure requiring bids and makes the policy statement to support local businesses when making expenditures. (Section 15)
 - I. Declares that the City will utilize the services of MCEDD for the management of all grants in excess of \$10,000. (Section 16)

CITY OF CASCADE LOCKS

FISCAL MANAGEMENT POLICIES

JANUARY 2013



City of Cascade Locks Fiscal Management Policies

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City of Cascade Locks Fiscal Management Policies

City of Cascade Locks Fiscal Management Policies

Section 1. Purpose

The Finance Department has developed the following Fiscal Management Policies in an effort to fulfill its mission to provide accurate and timely financial information that will assist in the sound management of the City by the City Council and staff. These policies serve as a guide for both every day and long-term, general financial management of the City.

Section 2. Fund Balance Policies

- A. Purpose:** The purpose of this policy is to outline the procedure for categorizing the different components of ending fund balance in conformity with GASB Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions". In summary, the categories for fund balance consider "the extent to which the government is bound to honor constraints on the specific purposes for which amounts in the fund can be spent."
- B. Fund Balance Definitions:** Accountants use the term "Fund Balance" to describe the reporting unit (i.e. business, proprietary fund, fiduciary fund) reports all related assets and all described as a measure of net worth. Because governmental funds report only a subset of related assets (i.e. financial assets) and liabilities (i.e. those normally expected to be liquidated with current financial resource, the difference between the two is more of a measure of liquidity than of net worth. Accountants underscore this distinction by using the term "Fund Balance" in government funds, rather than the term "net assets" employed elsewhere. As an approximate measure of liquidity, fund balance is similar to the working capital of a private-sector business.
- C. Fund Balance Categories:** The components of fund balance will be categorized into one of the five following categories:
1. **Non-Spendable Fund Balance:** (inherently non-spendable) - A portion of net resources that cannot be spent because of their form and/or cannot be spent because they must be maintained intact. Examples include:
 - a. Pre-paid items
 - b. Inventories of supplies
 - c. Long-term portion of loans receivable
 - d. Financial assets held for resale, such as foreclosed properties
 - e. Principal of an endowment
 - f. Capital of a revolving loan fund
 2. **Restricted Fund Balance:** (externally enforceable limitations on use) – Limitations imposed by creditors, grantors, contributors, or laws and regulations of other governments. Limitations may also be imposed by law through constitutional provisions or enabling legislation. Examples include:
 - a. Specific purpose grants
 - b. State Gas Tax funds
 - c. Restriction from other governments through laws and regulations
 - d. Creditors through debt covenants

City of Cascade Locks Fiscal Management Policies

- e. Contributors for specific purposes
 - f. Public, Educational and Governmental fees
3. **Committed Fund Balance:** (self-imposed limitations set in place prior to the end of the period by highest level of decision making – City Council) – limitations are imposed at the highest level of decision making (recommended to be in the form of a resolution) that requires formal action at the same level to remove.
4. **Assigned Fund Balance:** (limitation resulting from intended use) – The City Council has delegated decision making authority to the City Administrator/Budget Officer for “assigning” this category of fund balances. Less formality is necessary in the case of assigned fund balance. Examples include:
- a. City Administrator/Budget Officer assigns the amount used to reflect the appropriation of a portion of existing fund balance to eliminate a projected deficit in the subsequent year’s budget.
 - b. City Administrator/Budget Officer is responsible for insuring that unappropriated ending fund balance, along with other cash carry forward, is adequate to fund operations until tax revenue is available in November each year.
 - c. The City will consider all amounts as budgeted to be designated as “assigned”, unless amounts are otherwise committed in the form of resolution or restricted if it meets the limitations discussed above. Any balances that are budgeted as unappropriated will be considered by the City to be “unassigned”.
5. **Unassigned Fund Balance** (residual net resources) – For the General Fund this classification represents fund balance that has not been assigned to other funds and that has not been restricted, committed, or assigned to specific purposes within the General Fund. The General Fund should be the only fund that reports a positive unassigned fund balance amount. Total fund balance in the General Fund in excess of other categories (surplus). In funds other than the General Fund, if expenditures incurred for specific purposes exceed the amounts restricted, committed, or assigned to those purposes, it may be necessary to report a negative unassigned fund balance (deficit).

D. Fund Balance Implementation: The City Administrator and Department Head is responsible for maintaining an appropriate fund balance. Financial reviews will be done quarterly or more frequently as needed by the City Administrator or Finance Officer.

E. Order of Spending Resources: When both restricted and unrestricted resources are available for use, it is the City’s policy to use restricted resources first, and the unrestricted resources (committed, assigned and unassigned) as they are needed. When unrestricted resources are available for use, it is the City’s policy to use committed resources first, then assigned, and then unassigned as they are needed.

Section 3. Annual Budget Policies:

- A. Budget Priorities:** Annually in January Council meets with staff and identifies and establishes the annual budget priorities.
- B. Budget Preparation:** The City Administrator/Budget Officer will prepare and present a balanced, proposed annual operating budget with the participation of all departments and in accordance with Oregon Local Budget Law. The proposed budget is built around established priorities and services required to achieve council priorities.

City of Cascade Locks Fiscal Management Policies

- C. Approval and Adoption of Budget:** The City Council and Budget Committee will adopt and amend the operating budget in accordance with Oregon Local Budget Law.
- D. Enterprise Funds:** The City will budget water, sewer, catv/bb and electric funds as enterprise funds with no General Fund subsidies. Enterprise fund department/service will be assessed a pro-rata share of administrative cost as determined through the budget process.
- E. Capital Outlay:** Only costs related to projects or purchases that result in Capital Assets will be budgeted as Capital Outlay. See Section 6.A. "Capital Asset Policy".
- 1. Capital Outlay Costs:** Budgets for Capital Outlay projects include all costs for design and engineering, land or right-of-way acquisitions, appraisals, construction and construction management, furnishings, legal and administrative costs, and interest incurred during the construction phase, net of interest earned on the invested proceeds over the same period, for business-type activities only.
- F. Contingency:** Contingency amounts are budgeted to meet emergency conditions that were unknown at the time the budget was prepared or infrequent or unanticipated expenses. The City Council must authorize the transfer of funds from Contingency to the appropriate expenditure line item within that fund by resolution before those funds can be used.
- 1. General Fund Contingency:** A Contingency of at least 10% of the operating budget, excluding Special Payments, Interfund Transfers and Unappropriated Ending Balance, may be budgeted each year in the General Fund. Contingency shall be kept in order to meet unanticipated increases in costs or unexpected, non-recurring expenditures during each fiscal year.
 - 2. Enterprise Fund Contingency:** The City will strive to maintain at least a 1% to 5% contingency of operating budget in each of the Enterprise Funds.
- G. Unappropriated Ending Balance:** The City will strive to maintain an Unappropriated Ending Fund Balance equal to four months of net operating expenses in all department or service funds.
- H. Budget Review System:** The City will employ a budget review system in order to regularly monitor revenues and expenditures with the opportunity for budget adjustment as needed. Council, Committees and Department Heads will receive monthly and quarterly financial reports.

Section 4. Revenue Policies

- A. Diverse and Stable Revenues:** The City will pursue a diversified and stable revenue stream in order to avoid over-reliance on, and short term fluctuations in, one source of funds.
- B. Windfalls and One Time Revenue:** The City will not use windfalls or one-time revenue sources to fund ongoing activities and mainstream services; one-time revenues will be used only for one-time expenditures.
- C. Fees and Charges for Service:** Fees and charges for service are assessed to specific users where the user pays all or a portion of the costs to provide the service.
- 1. Cost Recovery:** When establishing charges and fees, the City will consider the full cost of providing the service, along with any circumstances and issues that may be factors that do not allow for full recovery of the costs of providing the service.

City of Cascade Locks Fiscal Management Policies

2. **Annual Review:** The City will strive to review charges and fees annually in conjunction with budget in order to allow for regular, incremental rate increases to offset the effects of inflation and additional costs.

D. Utility Fees (Water, Sewer, Electric):

1. **Basis of User Charges:** User charges for each of the City utilities will be based on the cost of providing the services (i.e. set to fully support the total direct, indirect, and capital costs) and are established so that the operating revenues of each utility are at least equal to its operating expenditures, reserves, debt coverage and annual debt service obligations, and planned replacement of the utility's facilities.
2. **Periodic Review:** The City will review the user charges for each of the City utilities annually in conjunction with the budget process in order to allow for regular, incremental rate increases to offset the effects of inflation and additional costs.
3. **Internal Payments (Franchise Fees based on use of City right of way by the effected utility):** Franchise fees are established by City Council by separate resolution based on a percentage of sales of Water, Sewer, CATV, Broadband, and Electric. This will be budgeted and paid monthly from those funds to the General Fund.

Section 5. Employee Expenditure Policies

- A. **General Provisions Related to Public Contracting:** The City Council, acting as the Contract Review Board, adopts rules of procedure for public contracting for the City of Cascade Locks via a separate resolution. The Model Rules adopted by the Attorney General do not apply to the City of Cascade Locks except where they have been incorporated into the City's Contract Review Board Rules.
- B. **Purchasing Authority Levels and Required Documentation:** Purchasing authority levels and the required documentation for each are listed below. Purchasing procedures are contained in the Purchasing Policy.
 1. **In most cases a purchase order is required for all expenditures except normal cost of doing business or as authorized by City Administrator or Finance Officer.**
 - a. 0 to \$ 500 per occurrence Finance Officer, City Recorder
 - b. 0 to \$1,000 per occurrence Public Works, City Light/CATV
Department, EMS Department
 2. **Cost above normal business expense**
 - a. 0 to \$2,500 per occurrence Purchase Order Required – City
Administrator approval
 3. **Parks and Recreation:** A purchase order is required for any purchase and must be approved prior to any purchase.

Section 6. Capital Asset and Improvement Policies

A. Capital Asset Policy:

1. **Definition of Capital Asset:**
 - a. Capital Assets include property, plant, equipment, and infrastructure assets.
 - b. A Capital Asset must meet the following criteria
 - Be an item of system of components that cost more than \$3,000 and

City of Cascade Locks Fiscal Management Policies

- Have a life of more than one year, or
- Add value to or materially extend the life of an existing Capital Asset
- c. Costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

2. Capital Asset Accounting Policy:

- a. Assets are recorded at actual cost or historical cost or estimated historical cost when actual cost is not available.
- b. Donated capital assets are recorded at estimated fair market value at the date of donation.
- c. Major outlays for capital assets and improvements are capitalized as the projects are constructed, and include all costs of the project.
 - all design and engineering costs
 - land or right-of-way acquisitions
 - appraisals
 - construction and construction management
 - furnishings
 - legal and administrative costs
 - interest incurred during the construction phase, net of interest earned on the invested proceeds over the same period, for business-type activities only.
- d. Property, plant and equipment of the City is depreciated using the straight line method over the following estimated useful lives
 - Buildings and Improvements – 20-50 years
 - Public Domain Infrastructure – 30-100 years
 - System Infrastructure – 25-50 years
 - Vehicles – 10-20 years
 - Office and Other Equipment – 5-10 years
- e. Land is not depreciated
- f. No depreciation on capital assets is recorded in the year of acquisitions and a full year of depreciation is recorded in the year of disposition.

B. Intangible Capital Assets Policy (GASB 51):

1. Definition of Intangible Capital Asset:

- a. Intangible assets include easements, water rights, patents and internally generated computer software, etc.
- b. An Intangible Capital Asset must meet the following criteria:
 - Have an individual cost more than \$5,000 and
 - Have a life of more than five years, or
 - Add value to or materially extend the life or significantly increase the capacity of an existing Intangible Capital Asset.
- c. Costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

2. Intangible Capital Asset Accounting Policy:

- a. Assets are recorded at actual cost or historical cost or estimated historical cost when actual cost is not available.
- b. Contributed intangible assets are recorded at estimated fair market value at the time received.

City of Cascade Locks Fiscal Management Policies

- c. Intangible assets are amortized using the straight line method over the estimated useful life of the asset.
- d. Intangible assets with indefinite lives are no amortized.
- e. No amortization on intangible capital assets is recorded in the year of acquisition and a full year of amortization is recorded in the year of disposition.

C. Capital Improvement Policy:

1. **Five –Year Capital Improvement Plans:** The City will maintain its commitment to its five-year Capital Improvement Plans for the City, including the Street, Water, Wastewater, and Storm Water systems.
2. **Funding Methods:** The City will actively pursue the least costly funding methods for its Capital projects, including grants, private sector funding, contributions and low-cost state of federal loans whenever possible.
3. **Debt Financing:** The City will only pursue debt financing in order to finance capital improvement projects, and only when other funding possibilities have been exhausted or are inadequate to finance the projects.
 - a. The City will only utilize debt financing which does not extend past the expected useful life of the project.
 - b. Capital projects will only utilize debt financing if market conditions present favorable interest rates for the City.
 - c. Capital projects will only utilize debt financing if the issuance of that debt will not adversely affect the City's credit and bond ratings.

Section 7. Land Acquisition Policies

- A. **Purchase of Land:** The City will pursue the purchase of land in order to serve the anticipated future needs of the community.
- B. **Approval of Land Acquisitions:** The City Council will approve all land acquisitions entered into by the City, excluding easements, dedications and liens.
- C. **Proposal Requirements:** Any land acquisition proposal submitted to the City Council will be accompanied by City staff review and recommendations.

Section 8. Banking/Deposits Policies

- A. **Collateralization:** The City will participate in the State Treasurer's Public Funds Collateralization Program (PFCP). The City will ensure that all bank deposits with banks that are not participants in the PFCP are entirely insured or adequately collateralized in accordance with Oregon Revised Statute 295.

Section 9. Investment Policies

- A. **Investment Objectives:** The City will seek to attain a market rate-of-return throughout all fiscal cycles, while avoiding imprudent credit and speculative risk, and maintaining liquidity sufficient to meet operating needs.
- B. **Investment Restrictions:** The City will manage its investment program in accordance with the Oregon Revised Statute 294, and does not further restrict investment choices.

City of Cascade Locks Fiscal Management Policies

Section 10. Debt Policies

- A. **Statutory Debt Limits:** The City will comply with all statutory debt limitations imposed by the Oregon Revised Statutes.
- B. **Purpose of Debt:** The City will only incur long-term debt in order to finance capital improvement projects, and only when those projects are too large to be financed from current available resources.
- C. **Maintain Bond Rating:** The City will avoid financial activities that will have an adverse effect on its outstanding bond rating.

Section 11. Risk Management Policies

- A. **Risk management Program:** The City will implement and maintain a Risk Management program designed to decrease exposure to risk. At a minimum, the program will include:
 - 1. **Annual Insurance Evaluation:** An annual examination of the City's insurance program to evaluate how much risk the City should assume.
 - 2. **Internal Controls:** Internal Control procedures shall be set by Administrative Policy.
 - 3. **Safe Workplace Action Plan:** A safety program that emphasizes reducing risks through training and safe work habits.

Section 12. Accounting and Financial Reporting Policies

- A. **Accounting:** The City will maintain a system of financial management and accounting that ensures transactions are appropriately recorded, risk of fraud or financial loss is identified, and internal controls are developed and maintained to manage the risk.
 - 1. **Internal Controls:** The City will maintain policies and process that are designed to provide reasonable assurance that the City is achieving the following objectives:
 - a. Effective and efficient operations
 - b. Reliable and accurate financial information
 - c. Compliance with applicable laws and regulations
 - d. Safeguarding assets against unauthorized acquisition, use or disposition
 - 2. **Annual Audit:** The City shall hire an independent auditor to perform an annual audit of the financial statements, including tests of the internal controls.
- B. **Financial Reporting:**
 - 1. **Internal Reporting:**
 - a. The City Administrator and City Council will receive monthly financial reports sufficient to ascertain the City's financial status.
 - b. Committees, Boards and Department Supervisors will receive monthly financial reports and department reports pertaining to their department(s) to ascertain the financial status of said department(s).
 - 2. **External Reporting:**
 - a. The City will have available the annual independent audit results, in accordance with generally accepted accounting principles (GAAP) when the document is completed.

Section 13. City Committees, Boards and Task Forces Expenditure Policies

City Committee, Boards, and Task Forces do not have authority to make or authorize any expenditure or obligate the City for the payment of any bill or service. These groups are established by the City Council and

City of Cascade Locks Fiscal Management Policies

can only make recommendations to the City in carrying out their assigned responsibilities. The City Council is the final decision maker for all matters affecting City government in Cascade Locks.

A. Budgeting: City Council appointed Committees, Boards may be asked to assist in developing the annual budget for that portion of the budget that most directly affects the Committee or Board. As an example, the Tourism Committee may be asked to assist in developing the program budget for the City and may be requested to participate in making the budget presentation to the Budget Committee and City Council.

1. Program Budget: In the budget development process, advisory groups are asked to work within the framework of the City's program budget format and provide as much specific detail as is possible. Including purpose, services, specific expenditures and measures of success.

B. Expenditures: In recommending expenditures, the Committees and Boards shall:

1. Prior to any meeting where expenditure recommendations may be made, check with the Finance Officer to ensure the availability of funds and to double check the specific recommended expenditure fits within the Program Budget outline.
2. Get from the Finance Officer the latest monthly expenditure report. Be sure that the balance in the fund or program is sufficiently identified.
3. At the meeting, discuss the proposed spending recommendation then take a formal vote to authorize the recommendation.
4. If the recommendation is denied, indicate this in the Committee minutes.
5. If the recommendation is approved, fill out the Purchase Order form completely with vendor name, address and phone number, description of the expense, account number to be charged to and the vote tally (yes or no) and have the Chair of the group sign the request.
6. Immediately after the meeting, provide the Finance Officer with a copy of all recommended purchase order actions.

C. Payment: Committee or Board purchase orders will be reported to the City Council as recommendations from the Committee or Board at the next available City Council meeting.

1. Upon approval by City Council, the Finance Officer will see that the amount is encumbered in the accounting system. Once the invoice is received the PO will be matched to the invoice and given to Account Payable for payment to be made at the next bill payment schedule.

D. Monthly Reporting: The Finance Officer will provide to each Committee or Board member a monthly report documenting all revenues, expenditures and balances to date.

E. Billing: All Committees, Boards, Commissions and Task Forces will ensure that all bills, invoices or other expenditure requests come to the City in care of the Finance Officer.

City of Cascade Locks Fiscal Management Policies

D. Quarterly Reports: Each quarter either the City Administrator or Finance Officer will report to the Committees, Boards, Commission or Task Force and review budget expenditures to date.

Section 14. Purchasing Policy for Operating Expenses: Expenditures between \$750-\$2,000 require three telephone bids, expenditures above \$2,000 require three written bids. Sole source purchasing process made be used if approved by the City Administrator. The City will give preference to businesses with the City.

A. Priority Purchasing Locally: It is the policy of the City to purchase locally, within the community from local businesses as much as possible to support local businesses and the local economy.

Section 15. Grant Policy: Grants under \$10,000 will be administered by the City, grants over \$10,000 will be contracted out to MCEDD to be administered. The administrative fee will be paid from the grant proceeds.

