

# **CITY of CASCADE LOCKS**

# ***AGENDA***

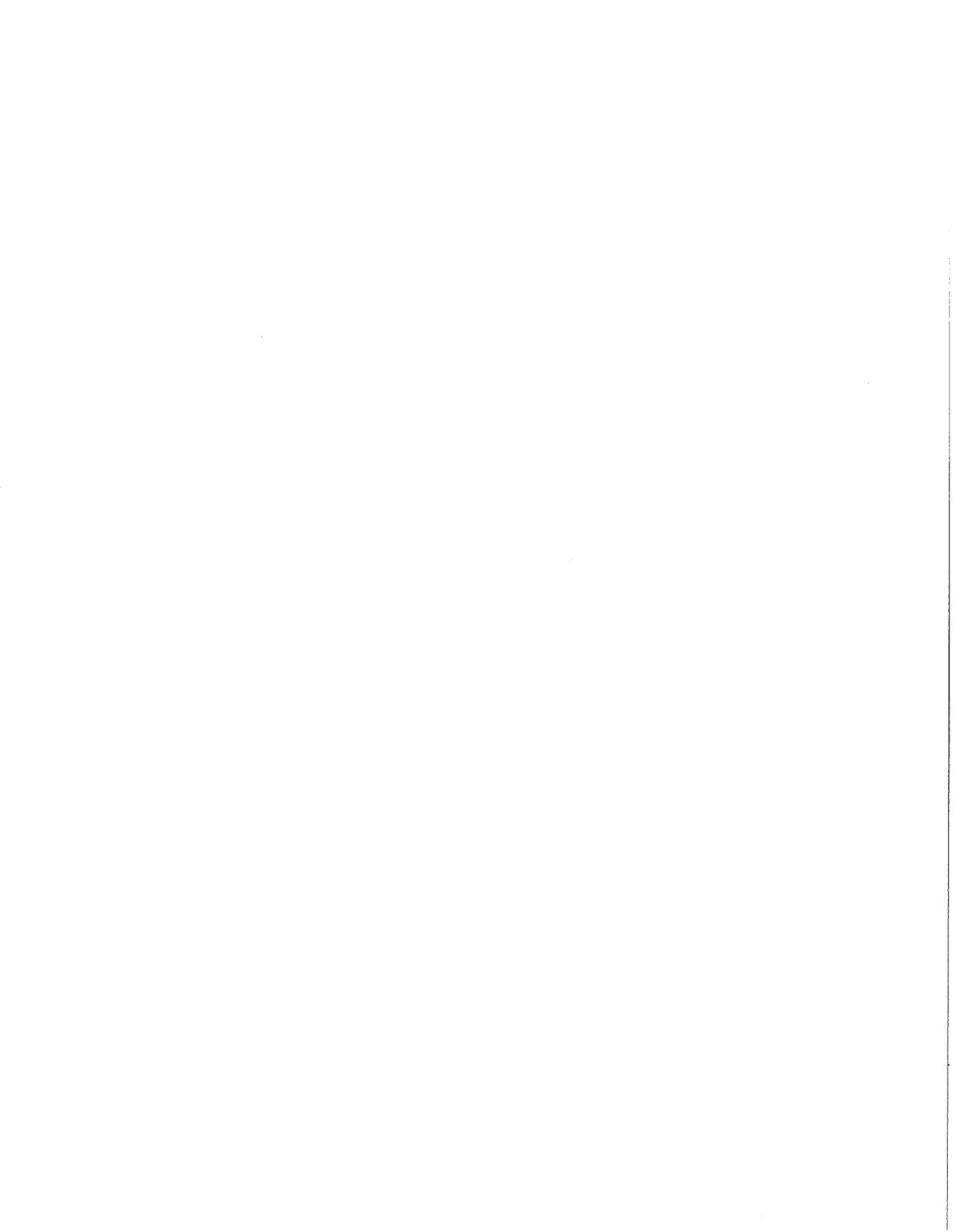
---

**CITY/PORT JOINT MEETING, Monday, July 15, 2013, 7:00 PM, CITY HALL**

---

- 1. Call to Order/Pledge of Allegiance/Roll Call.**
- 2. Action Items:**
  - a. Approve City/Port Intergovernmental Agreement for Promotion of Economic Development.**
- 3. Public Comment.**
- 4. 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.



**CASCADE LOCKS STAFF REPORT**

---

**Date Prepared: July 10, 2013**

**For City Council Meeting on: July 15, 2013**

**TO: Honorable Mayor and City Council**

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

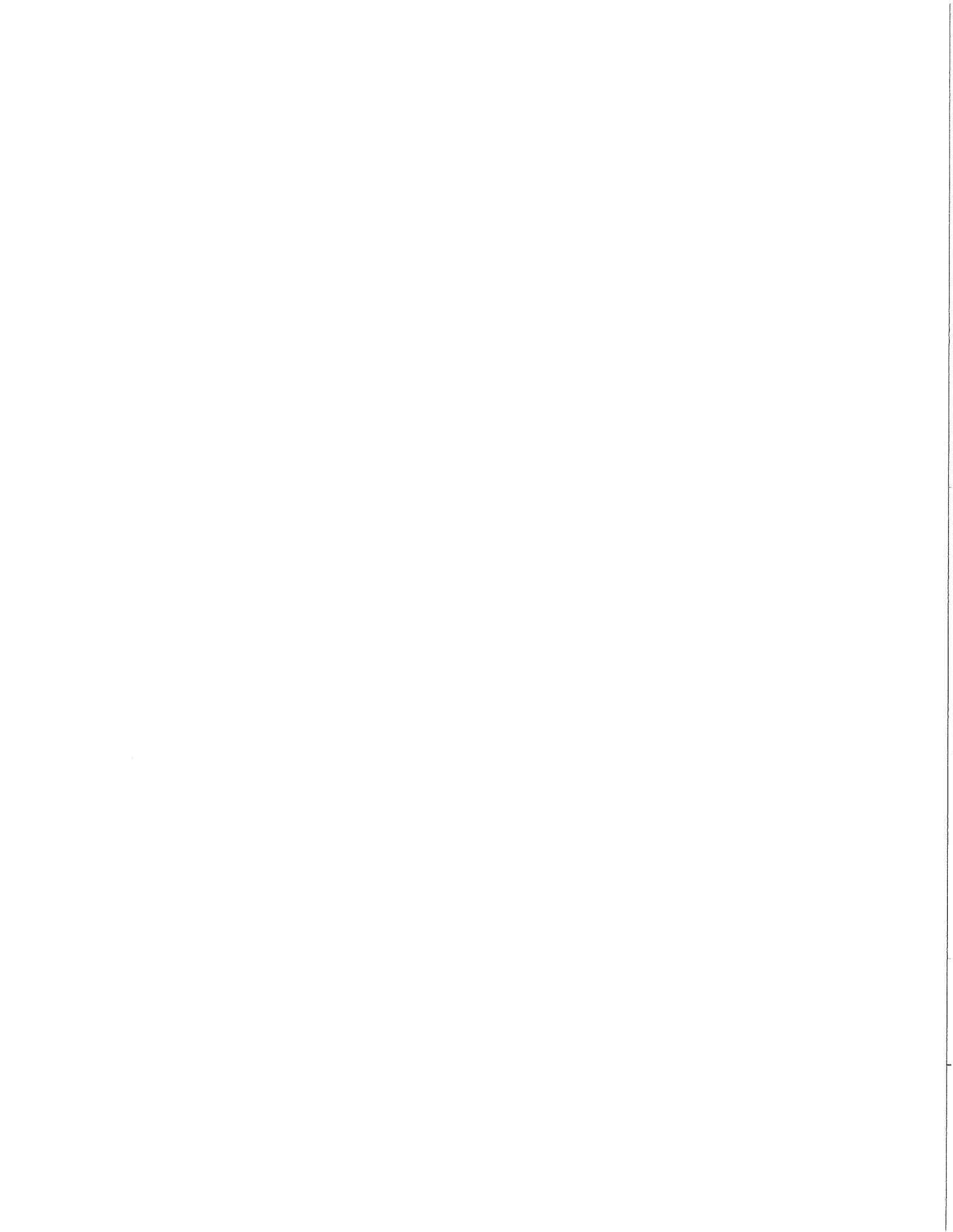


**SUBJECT: Approval of City/Port IGA**

**SYNOPSIS:** In the interest of cooperation between the Port of Cascade Locks and the City of Cascade Locks and in recognition that for both entities economic development is crucial, the City and the Port have crafted an agreement outlining guidelines to steer the development of infrastructure and potential cost savings for both entities. The guidelines were approved by the Joint Work Group for Economic Development and both the Port Commission and City Council. The agreement as written by the City Attorney compiles those guidelines into an intergovernmental agreement.

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

**RECOMMENDED MOTION:** "I move to approve the Intergovernmental Agreement between the City of Cascade Locks and the Port of Cascade Locks for the promotion of economic development."



INTERGOVERNMENTAL AGREEMENT  
Between the City of Cascade Locks and the Port of Cascade Locks  
For Promotion of Economic Development

DATE: \_\_\_\_\_, 2013.

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

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

RECITALS

A. City and Port have the authority under ORS 190.010 to enter into intergovernmental agreements for the performance of functions and activities by each party.

B. The parties desire to enter into an agreement whereby each agrees to perform the functions outlined below for the purposes of developing economic activities; enhancing existing and emerging businesses; and to attract new businesses and jobs.

C. The parties intend this agreement to facilitate economic development from the date of signing through \_\_\_\_\_, 201\_\_.

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

Section 1. Mutual Responsibilities.

A. Water System: Both parties agree to cooperate in enhancing the water system to and within the boundaries of the Port and Industrial Park. The focus of this cooperation will be to provide adequate water service to the Industrial Park and the Fish Hatchery.

B. Waste Water Treatment: Both parties agree to develop specific waste water system and plant enhancements to provide adequate service to industrial users and ensure viability of the City's wastewater treatment plant.

C. Electric Service: Both parties agree to develop sufficient electrical service to the Port and Industrial Park.

D. Expenses and Cost Sharing: Both parties agree to meet and develop specific expense, cost sharing and reimbursement policies and procedures to facilitate industrial growth, job development and economic growth throughout the community.

E. Rates and System Development Charges: Both parties agree to negotiate and cooperate to create special rates designed to increase new businesses and add jobs in the community. Rate structures may include, but are not limited to, phased rates, waiver of system development charges and low initial rates. Such development will be undertaken with the mutual understanding that City must be able to cover costs of operation.

F. Reimbursement: Both parties agree to develop policies to ensure each party pays an appropriate share in the cost of the infrastructure development contained in this Agreement. This may include reimbursement for costs extended by a party in furtherance of the mutual goals of the parties.

G. Efficiency and Effectiveness: Both parties agree to cooperate in work efficiency and effectiveness. This includes, but is not limited to, sharing equipment, joint funding for equipment, and coordinating work crews.

#### Section 2. City's Responsibilities.

A. Electric Service: City agrees to provide two (2) megawatts of electricity service to Port and Industrial Property through existing conduits. City will make preparations to provide up to four (4) megawatts of electricity to the Port and Industrial Park. Such preparation and delivery of four (4) megawatts shall be at Port's expense.

B. City agrees to establish industrial water, sewer and electricity rates that create incentives for new and existing businesses in Cascade Locks, the Port and Industrial Area. This may include traditional approaches, latecomers' agreements and other strategies.

#### Section 3. Port's Responsibilities.

A. Water System: Port agrees to drill wells on Port property, construct water lines, and construct a reservoir. Construction shall be to City Standards. The construction of water lines includes construction of a twelve (12) inch water line from Herman Creek Lane to Port and Industrial Park property. All or a portion of these facilities may be turned over to the City for operations and maintenance by later agreement of the parties.

B. Electric System: Port agrees to pay for preparation and delivery infrastructure of providing four (4) megawatts of electrical service to the Port and Industrial Area.

Section 4. Effective Date, Term. This Agreement becomes effective upon signing, and shall remain in effect through \_\_\_\_\_, 201\_\_\_\_. Either party may terminate this Agreement at any

time by delivery of written notice to the other party at the address above, given no less than thirty (30) days prior to the intended termination date.

Section 5. Liability and Indemnification: Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney's fees and costs) arising from the indemnitor's performance of this agreement where the loss or claim is attributable to the negligent acts or omissions of that party. Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.

Section 6. Insurance: Each party agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement, at levels necessary to protect against public body liability as specified in ORS 30.270. This agreement is expressly subject to the tort limits and provisions of the Oregon Tort Claims Act (ORS 30.260 to 30.300).

Section 7. Compliance With Laws: Each party agrees to comply with all local, State and Federal ordinances, statutes, laws and regulations that are applicable to the services provided under this agreement.

Section 8. Attorney Fees: In the event of any action or proceeding to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees, in addition to costs and disbursement, at arbitration, trial, and on appeal.

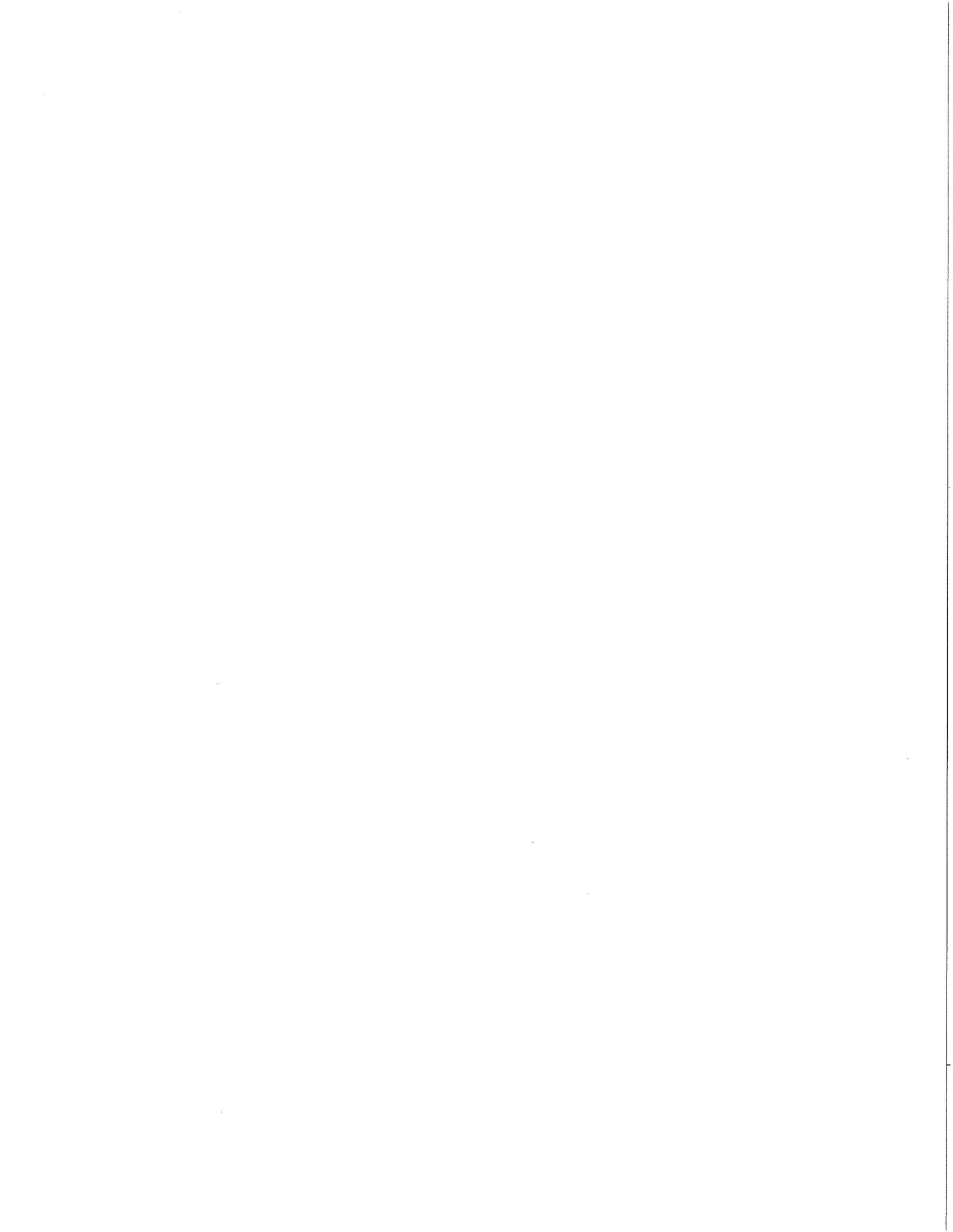
Section 9. Final Agreement; Modification: This writing is intended both as the final expression of the agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the agreement. Although this Agreement may be changed by subsequent review, amendment or modification, such changes must be in writing and signed by both parties' duly authorized representatives.

CITY

PORT

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

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



**Guidelines for an Intergovernmental Agreement (IGA)  
between the Port of Cascade Locks  
and the City of Cascade Locks  
May 31, 2013**

---

**PREAMBLE:**

This Intergovernmental Agreement (IGA) between the City of Cascade Locks and the Port of Cascade Locks will provide a framework for flexibility that community leaders can use to develop economic opportunities, to enhance existing and emerging businesses, and to attract new businesses and jobs. This agreement will be periodically reviewed, adjusted, and modified to fit changing needs and opportunities. This IGA encourages community leaders and community members to work together for the best interest of the community at large. Through this IGA, elected leaders and the community will remain focused on the basic tenants of the community vision and economic development policy adopted by both the City and the Port.

**GUIDELINES:**

1. **Water System:** The City and Port shall agree to the specific enhancements to be made to the water system to and within the boundaries of the Port and Industrial Park so as to support and encourage economic development. Specific Master Plan enhancements will include the drilling of wells on Port property, water lines and a reservoir all to be constructed to City Standards and addition of a 12 inch water line from Herman Creek Lane. Eventually all or a portion of these amenities may be turned over to the City for operations and maintenance. The focus of water service shall be to provide adequate water to serve the Industrial Park as well as providing sufficient water to the Fish Hatchery.
2. **Waste Water Treatment:** The City and Port shall agree to specific waste water system and plant enhancements so as to allow for adequate and proper treatment to serve the needs of industrial users of the waste water system and to maintain the viability of the City's wastewater plant.
3. **Electric Service:** The Port will negotiate and make available land or other resources to assist in the efficient delivery of electric service to include property for the location of any needed Sub-Station in the Industrial Park. The City will immediately bring 2 mw of electricity through existing conduits and be prepared to ultimately provide 4 mw to the Industrial Park at the Port's expense.
4. **Expense and cost sharing:** The City and The Port shall meet and develop specific expense, cost sharing and reimbursement policies and procedures as may be required to enhance industrial growth, job development and to encourage strong economic growth within the community.

5. Rates and SDC's: The City shall establish industrial water, sewer and electric rates that create incentives for new and existing businesses in town. The use of traditional approaches to the costs for these basic services as well as late comers' agreements and other strategies to encourage economic development will be utilized.

The City will create an industrial electric rate that creates incentives for the development of industrial businesses in the Port's Industrial park. Based on the standardized rate, the City and Port shall negotiate and work together to create any special rates that may be required and necessary to increase new businesses and add jobs within the community. Such strategies as phased rates, waiver of SDC's, initial low rates, etc., may be arranged along with yet to be invented approaches that will lead to new jobs and businesses, understanding that the City must always be able to cover its costs.

6. Reimbursement: The City and Port shall develop specific policies to ensure that each jurisdiction pays its own share of the provision of infrastructure. Both jurisdictions agree to develop appropriate methods to reimburse the other for any costs encumbered to extend or provide the infrastructure.
7. Efficiency and Effectiveness Enhancements: Both jurisdictions agree to constantly look for, plan and implement work effectiveness strategies that would enhance the community. Such strategies as shared equipment, joint funding of major pieces of equipment, work crew coordination, etc., shall be planned between the two jurisdictions. Such approaches as combining maintenance and construction crews, shared financial systems and shared purchasing will be encouraged.
8. Both jurisdictions agree to trade land to facilitate job creation and development or locate a new water reservoir in the west end of town, moving transformers and poles from their current location to a location adjacent to a sub-station in the Industrial Park and to address other needs that may arise during the preparation of the Port's Strategic Plan.