

# CITY of CASCADE LOCKS

## AGENDA

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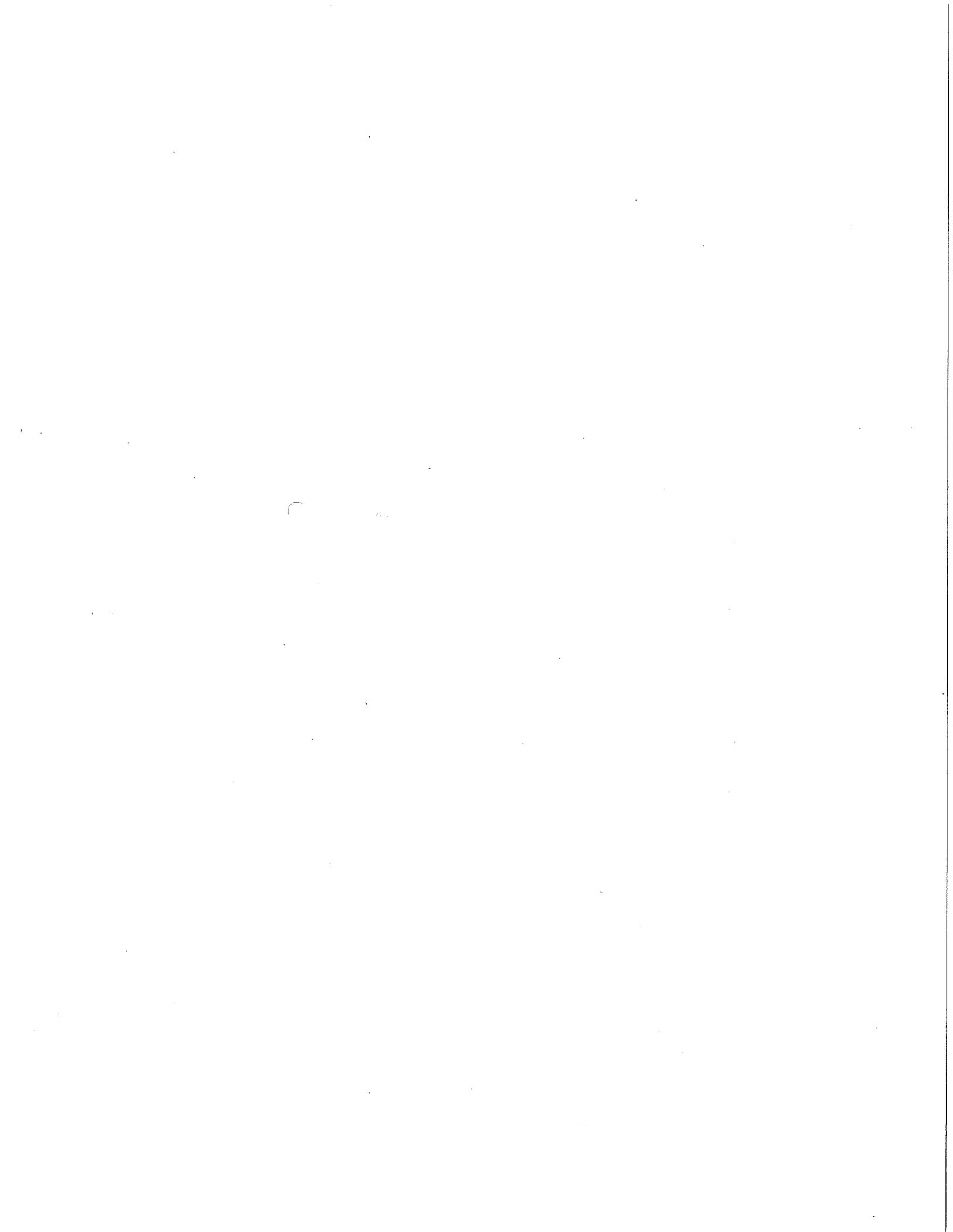
**CITY COUNCIL MEETING, Monday, June 23, 2014, 7:00 PM, CITY HALL**

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

1. **Call to Order/Pledge of Allegiance/Roll Call.**
2. **Additions or amendments to the Agenda.** (The Mayor may add items to the agenda after it is printed and distributed only when required by business necessity and only after an explanation has been given. The addition of agenda items after the agenda has been printed is otherwise discouraged.)
3. **Adoption of Consent Agenda.** (Consent Agenda may be approved in its entirety in a single motion. Items are considered to be routine. Any Councilor may make a motion to remove any item from the Consent Agenda for individual discussion.)
  - a. **Approval of June 9, 2014 City Council Meeting Minutes.**
  - b. **Ratification of the Bills in the Amount of \$ 93,148.53.**
  - c. **Approve Renewal of Property, Liability and Workers' Comp Insurance.**
  - d. **Approve Proposal with Merina & Company to Provide Transient Room Tax Audits.**
  - e. **Approve Contract with Sosnkowski and Cleaveland for Legal Services.**
  - f. **Approve Contract with PARC Resources for Contract Planner Services.**
  - g. **Approve IGA Between the City of Cascade Locks and Hood River County Library District (HRCLD) for Space for the CL Branch Library.**
  - h. **Cascade Locks Ale House Temporary Oregon Liquor License.**
4. **Public Hearings.**
5. **Action Items:**
  - a. **Appointment to Committees.**
  - b. **Approve Resolution No. 1305 Extending Workers' Compensation Coverage to Volunteers of the City of Cascade Locks.**
  - c. **Approve Resolution No. 1306 Authorizing Transfer of Funds Between Categories of Various Funds, Making Appropriations and Authorizing Expenditures for the Fiscal Year Ending June 30, 2014.**
  - d. **Tourism Committee Request.**
  - e. **Finance Committee Recommendation for Townhall Meeting.**
6. **Appearance of Interested Citizens to Share a Variety of Perspectives on Issues Facing Our Community.** (Comments on matters not on the agenda or previously discussed.)
7. **Reports and Presentations.**
  - a. **City Committees.**
  - b. **City Administrator Zimmerman Report.**
8. **Mayor and City Council Comments.**
9. **Other matters.**
10. **Executive Session as may be required.**
11. **Adjournment.**

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



1. **Call to Order/Pledge of Allegiance/Roll Call.** Mayor Cramblett called the meeting to order at 7:00 PM. CM's Groves, Fitzpatrick (via phone), Randall, Walker, Helfrich, Busdieker, and Mayor Cramblett were present. Also present were City Administrator Gordon Zimmerman, City Recorder Kathy Woosley, Finance Officer Marianne Bump, Tourism Chair Marie Miller, Planning Commission Chair Larry Cramblett, and Camera Operator Betty Rush.

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

3. **Adoption of Consent Agenda.**

a. **Approval of Minutes of May 27, 2014 Joint City/Port Meeting.**

b. **Ratification of the Bills in the Amount of \$ 126,431.26.**

Mayor Cramblett read the list of items on the Consent Agenda. **Motion:** CM Helfrich moved, seconded by CM Busdieker, to approve the Consent Agenda. The motion was passed unanimously by CM's Groves, Fitzpatrick, Randall, Walker, Helfrich, Busdieker, and Mayor Cramblett. CM Busdieker mentioned that Rue as listed in the minutes is spelled, Rugh.

4. **Public Hearings.**

a. **Shared Revenue**

b. **Budget 2014/2015**

Mayor Cramblett opened the public hearings at 7:03 PM. Hearing no testimony he closed the public hearings.

5. **Action Items:**

a. **Appointment to Committees (Tourism).** Mayor Cramblett appointed Aurora Del Val to the Tourism Committee with consensus of Council. TC Miller stated that Aurora will be a great addition to the Tourism Committee. CM Busdieker stated that TCM Lipps speaks highly of her also.

b. **Approve Resolution No. 1302 Declaring the City's Election to Receive State Revenues.** **Motion:** CM Busdieker moved, seconded by CM Helfrich, to approve Resolution No. 1302 declaring the City's elections to receive state revenue sharing dollars estimated at \$7,000. The motion passed unanimously by CM's Groves, Fitzpatrick, Randall, Walker, Helfrich, Busdieker, and Mayor Cramblett.

c. **Approve Resolution No. 1303 Adopting the 2014/2015 Municipal Corporate Budget, Making Appropriations, Authorizing Expenditures and levying taxes.** CA Zimmerman explained that the principal and interest bond payment is debt service so the amount in **SEWER BOND 1998 EXPENDITURES MATERIALS & SERVICES** on page 54 was moved to debt service. **Motion:** CM Helfrich moved, seconded by CM Busdieker, to approve Resolution No. 1303 adopting the 2014/2015 Municipal Corporate Budget, Making Appropriations, Authorizing Expenditures and levying taxes and reflecting the changes made to debt service as mentioned by Staff.

CA Zimmerman said the Port received a proposal from Baird for financial advisory services and the Mayor would like Council to review the proposal (Exhibit A). Mayor Cramblett said he would like Council to consider putting money toward a financial advisor. He said the City is looking at a \$3.5 million dollar funding package and has proven to not do too well at tracking financing. He said there wasn't any money put toward the forensic audit there is still money left over from this year and rolled over. He

would recommend that money be put toward a financial advisor. CM Helfrich asked if the idea is to put money into a professional services line item in order to pay for that service. Mayor Cramblett stated it was.

CA Zimmerman explained that the Port is different than the City. He said the City has rates to use to pay back loans. He said the Port doesn't have a funding stream to repay debt. He said the City has already done the items listed in the first paragraph on Baird's report. He said 1% would be paid to Baird for the services. He said there wasn't \$35,000 in the budget for the forensic accountant and he wasn't sure that USDA would reimburse the City for a financial advisor especially when most of the financial work has already been done. Mayor Cramblett said the financial advisor can understand all the issues and could possibly negotiate a rate that would end up paying for their service. He said he was just asking for money to be put toward these services. CA Zimmerman said he would like to ask Rural Utilities Services if they would reimburse for a financial advisor. He said if not, then the Council would have to find \$35,000. CM Helfrich said the City already has a paid professional on staff and asked for CA Zimmerman's to inform Council of his education and projects he has accomplished during his career. CA Zimmerman said he has a bachelor's degree in communication and a master's degree in marketing, finance, and organizational behavior. He said he completed a 3.5 million dollar water project for the City of Oakridge.

CM Walker said CA Zimmerman said most of the work has been done and hears the Mayor saying this would still be a good idea. CA Zimmerman explained how money could possibly be saved from a negotiated interest amount. He said this contract is an example written for the Port. He said it may be possible that a different rate could be proposed to the City since a lot of the work has already been done. Mayor Cramblett said he would like a place holder put in the budget. He said there was money for the forensic auditor that rolled over to the next budget. CA Zimmerman clarified that \$15,000 was budgeted this fiscal year for the forensic auditor and less than \$5,000 was spent. He said the difference was put in the beginning balance of the General Fund. He said there is \$5,000 put into the 2014/2015 budget for a forensic audit but not in addition to \$10,000. CA Zimmerman said Council can always make changes to the budget when you know the amount. Mayor Cramblett said he wants to have the opportunity to consider these services. CA Zimmerman said Council will have options down the road. He said there is money that can be used in contingency and some money in materials and services could be re-categorized if needed. He suggested having Mr. Ulbricht from Baird come speak to Council.

The motion was passed by CM's Groves, Fitzpatrick, Randall, Helfrich, Busdieker, and Mayor Cramblett. CM Walker opposed. He said he opposed because he thought filling the front desk receptionist/cashier position back to full time was too soon and didn't agree with the cost of living increase and health care package.

**d. Approve Resolution No. 1304 Adopting a Limited English Proficiency Plan.** CA Zimmerman said this plan is required by the waste water master plan grant. **Motion:** CM Helfrich moved, seconded by CM Groves, to approve Resolution No. 1304 adopting a limited English Proficiency Plan. The motion was approved unanimously by CM's Groves, Fitzpatrick, Randall, Walker, Helfrich, Busdieker, and Mayor Cramblett.

e. **Approve Letter to ODOT to Remove Truck Length Restriction on WaNaPa.** **Motion:** CM Helfrich moved, seconded by CM Busdieker, to authorize the Mayor to sign the request to remove the current truck length restriction from WaNaPa Street. The motion was passed by CM's Groves, Fitzpatrick, Randall, Helfrich, Busdieker, and Mayor Cramblett. CM Walker abstained.

f. **Approve TGM Code Assistance Application.** CA Zimmerman said the Planning Commission had the Department of Land and Conservation Development (DLCD) Representative speak to them about opportunities for changes to the Community Development Code (CDC). He said Representative Scott Edelman reviewed the CDC and found inconsistencies and suggested that the City apply for the Transportation Growth Management (TGM) Grant to align our code with "smart growth" techniques. He said that Scott reviewed the information and helped to clarify some issues. CA Zimmerman said one of Council's goals is to revise the CDC as needed. He said this would be a no match grant.

Planning Commission Chair Cramblett said that the density in the CDC was put in place with anticipation of a casino. He said there may not be a need for that density anymore. CM Helfrich asked if there are any other concerns with the CDC besides density. PCC Cramblett said zero lot line, sidewalks, and curbs will also be reviewed by the Planning Commission. CM Randall asked if the anticipated growth could be expected over a longer period of time. PCC Cramblett said what is being proposed for industrial park development isn't anywhere near the 2,300 employees that were expected for the casino development. He said he didn't know what to anticipate but a review committee would be established for the process.

**Motion:** CM Busdieker moved, seconded by CM Randall, to authorize the Mayor and Planning Commission Chair to sign the letter to the TGM program and the City Administrator to send in the accompanying letter of application. The motion passed unanimously by CM's Groves, Fitzpatrick, Randall, Walker, Helfrich, Busdieker, and Mayor Cramblett.

g. **Approve Anderson Perry Contract for Wastewater Master Plan.** **Motion:** CM Walker moved, seconded by CM Helfrich, to approve the contract with Anderson Perry and Associates for the Wastewater Master Plan. CA Zimmerman explained that data would have to be collected and leaks mapped out so Council would not see anything until October 2015. The motion passed unanimously by CM's Groves, Fitzpatrick, Randall, Walker, Helfrich, Busdieker, and Mayor Cramblett.

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

7. **Reports and Presentations.**

a. **City Committees.**

b. **City Administrator Zimmerman Report.** CA Zimmerman gave his report asking permission to advertise for and hire a new Utility Worker for the Public Works Department. There was consensus of Council. Council discussed getting information to the public about closing the office from 8:00 – 9:00 AM to allow for the front desk receptionist/cashier to work with the City Recorder in archives. He reported on Tri-County Hazardous Waste collection date, Native American Fish Vendors, the Recreation

Programs, scheduling an OAWU work session with Council, and the City Administrator performance evaluation. City Council discussed everyone be treated the same regarding the street vendor ordinance. City Council scheduled a work session with OAWU for June 24<sup>th</sup> at 7:00. City Administrator Performance Evaluations are due by July 1<sup>st</sup>.

CM Busdieker explained that no one is telling the Native Americans that they can't sell their fish but that they should have to follow the same rules as everyone else. She suggested mediation if problem continues with them refusing to comply. CM Helfrich agreed that everyone should be treated equally.

8. **Mayor and City Council Comments.** CM Fitzpatrick thanked the volunteers that worked on the flowers for the cemetery and fire hall. CM Helfrich said there is a MCEDD Board Meeting coming up and asked Council if there was anything they would like him to bring up at that meeting. No issues were mentioned. CM Busdieker thanked Staff for their work on the budget. She said they did an awesome job. CM Walker thanked CA Zimmerman for the report on recreation programs being offered. He thanked all the volunteers on the Budget Committee for their work on the budget.

Mayor Cramblett said he has received some citizen complaints about semi-truck parking overnight on WaNaPa. He asked for Council's opinion. CA Zimmerman explained that a business owner had complained to the City and he contacted ODOT about it. He said that ODOT's reply was that unless there is a specific safety reason they couldn't prohibit it. Mayor Cramblett said that bicyclists have complained that it is unsafe for them as there is no bike lane. CM Walker said site distance is an issue and he has seen Trucks park at the cross walk going to the school. Mayor Cramblett said this is a potential discussion item for Council.

Mayor Cramblett said he has also received complaints about our citizens paying a tax because they have trees on their property. He said that Hood River was declared exempt from paying the tax and didn't think it was fair for the citizens of Cascade Locks to have to pay it. He said this could be another topic for discussion.

9. **Other matters.** None.
10. **Executive Session as may be required.** None.
11. **Adjournment. Motion:** CM Helfrich moved, seconded by CM Busdieker, to adjourn. The motion was passed unanimously by CM's Groves, Fitzpatrick, Randall, Walker, Helfrich, Busdieker, and Mayor Cramblett. The meeting was adjourned at 8:19 PM.

Prepared by  
Kathy Woosley, City Recorder

APPROVED:

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Tom Cramblett, Mayor

BLANKET VOUCHER APPROVAL

PAGE NO. 1

DEPARTMENT: CITY OF CASCADE LOCKS  
COVER SHEET AND SUMMARY

DATE:	DESCRIPTION:	AMOUNT:
6/13/2014	Payroll	\$ 32,939.56
6/13/2014	A/P	\$ 60,208.97

GRAND TOTAL \$ 93,148.53

APPROVAL:

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Mayor

Report Criteria:  
Report type: GL detail

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
4800	06/14	06/13/2014	20	18946	ADDYLAB	Water Sample Testing	2140562150	101.50
Total 4800:								101.50
4801	06/14	06/13/2014	4910	100049002	Antonio Munoz	Refund Deposit	5121130	54.01
Total 4801:								54.01
4802	06/14	06/13/2014	8862	JUNE 2014	Bell Mountain Elec. Tech. LLC	Energy Efficiency Rebate - Columbia Ma	5140562140	1,000.00
Total 4802:								1,000.00
4803	06/14	06/13/2014	370	37416	BIO-MED TESTING SERVICE	Pre-Employment Drug Screening	0140482063	40.00
Total 4803:								40.00
4804	06/14	06/13/2014	8893	155	Bullseye Builders	Build and Weld rebar cage for tower bas	5640563941	700.00
Total 4804:								700.00
4805	06/14	06/13/2014	670	100001500 6	CASCADE LOCKS LIGHT CO.	fire station	0540562439	432.29
4805	06/14	06/13/2014	670	100003500 6	CASCADE LOCKS LIGHT CO.	res. no. 2	2140562070	25.80
4805	06/14	06/13/2014	670	100030200 6	CASCADE LOCKS LIGHT CO.	pump lift station	3140562070	21.30
4805	06/14	06/13/2014	670	100038200 6	CASCADE LOCKS LIGHT CO.	well house	2140562070	1,479.37
4805	06/14	06/13/2014	670	100379100 6	CASCADE LOCKS LIGHT CO.	treatment plant	3140562070	1,821.58
4805	06/14	06/13/2014	670	103714500 6	CASCADE LOCKS LIGHT CO.	wasco creek lift station	3140562070	21.30
4805	06/14	06/13/2014	670	200120000 6	CASCADE LOCKS LIGHT CO.	cemetery water	1740562551	21.30
4805	06/14	06/13/2014	670	300155100 6	CASCADE LOCKS LIGHT CO.	main lift station	3140562070	364.50
4805	06/14	06/13/2014	670	300155900 6	CASCADE LOCKS LIGHT CO.	museum	0140762630	110.88
4805	06/14	06/13/2014	670	300159202 6	CASCADE LOCKS LIGHT CO.	fire station	0540562439	25.38
4805	06/14	06/13/2014	670	300171800 6	CASCADE LOCKS LIGHT CO.	mall lighting	5140562800	21.30
4805	06/14	06/13/2014	670	300183900 6	CASCADE LOCKS LIGHT CO.	moody lift station	2140562070	50.66
4805	06/14	06/13/2014	670	60013500 6/	CASCADE LOCKS LIGHT CO.	city hall	0140462551	672.17
4805	06/14	06/13/2014	670	60013500 6/	CASCADE LOCKS LIGHT CO.	city hall	2142162071	157.05
4805	06/14	06/13/2014	670	60013500 6/	CASCADE LOCKS LIGHT CO.	city hall	5142162071	269.09
4805	06/14	06/13/2014	670	600136900 6	CASCADE LOCKS LIGHT CO.	87 Ruckie	3140562070	29.59
4805	06/14	06/13/2014	670	600137000 6	CASCADE LOCKS LIGHT CO.	chlorinator	2140562070	21.30

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
4805	06/14	06/13/2014	670	699999800 6	CASCADE LOCKS LIGHT CO.	tourism	0840562071	15.00
4805	06/14	06/13/2014	670	JUNE 2014	CASCADE LOCKS LIGHT CO.	senior sewer subsidy	0140862025	204.30
Total 4805:								5,764.17
4806	06/14	06/13/2014	740	57930	CASELLE, INC.	Contract Support	0140162082	142.20
4806	06/14	06/13/2014	740	57930	CASELLE, INC.		0340562082	45.03
4806	06/14	06/13/2014	740	57930	CASELLE, INC.		0540562082	40.29
4806	06/14	06/13/2014	740	57930	CASELLE, INC.		2140562082	244.11
4806	06/14	06/13/2014	740	57930	CASELLE, INC.		3140562082	218.04
4806	06/14	06/13/2014	740	57930	CASELLE, INC.		5140562082	417.12
4806	06/14	06/13/2014	740	57930	CASELLE, INC.		5140662082	78.21
Total 4806:								1,185.00
4807	06/14	06/13/2014	790	313401451 5	CENTURYLINK	telemetry	3140562050	115.50
Total 4807:								115.50
4808	06/14	06/13/2014	940	APRIL 2014	CITY OF SPRINGFIELD	Ambulance Billing Service	0540562111	114.00
Total 4808:								114.00
4809	06/14	06/13/2014	6852	ACLSPO6161	College of Emeragency Services	Advanced Cardiac Life Support Course f	0540562020	290.00
Total 4809:								290.00
4810	06/14	06/13/2014	1060	169857	COLUMBIA GORGE LIONS CLUB	Annual Donation to Senior Potlatch	0140862024	1,000.00
Total 4810:								1,000.00
4811	06/14	06/13/2014	1090	61314	COLUMBIA GORGE RACING ASSOCIA	CGRA Sponsorship	0840562170	5,000.00
Total 4811:								5,000.00
4812	06/14	06/13/2014	1120	A59109	COLUMBIA HARDWARE, LLC	landscaping supplies	0140462520	70.45
4812	06/14	06/13/2014	1120	B71364	COLUMBIA HARDWARE, LLC	trimmer line	0140462520	31.98
Total 4812:								102.43

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
4813	06/14	06/13/2014	1360	130227	DAVID R. CUNNINGHAM	Broadband	4140562570	885.00
4813	06/14	06/13/2014	1360	130248	DAVID R. CUNNINGHAM	Broadband	4140562570	210.00
4813	06/14	06/13/2014	1360	130249	DAVID R. CUNNINGHAM	software updates	0140162082	91.80
4813	06/14	06/13/2014	1360	130249	DAVID R. CUNNINGHAM	software updates	0340562082	29.07
4813	06/14	06/13/2014	1360	130249	DAVID R. CUNNINGHAM	software updates	0540562082	26.01
4813	06/14	06/13/2014	1360	130249	DAVID R. CUNNINGHAM	software updates	2140562082	157.59
4813	06/14	06/13/2014	1360	130249	DAVID R. CUNNINGHAM	software updates	3140562082	140.76
4813	06/14	06/13/2014	1360	130249	DAVID R. CUNNINGHAM	software updates	5140562082	289.28
4813	06/14	06/13/2014	1360	130249	DAVID R. CUNNINGHAM	software updates	5140562082	50.49
4813	06/14	06/13/2014	1360	130250	DAVID R. CUNNINGHAM	Telemetry	5542163941	120.00
Total 4813: 1,980.00								
4814	06/14	06/13/2014	1540	61158-05301	DMV SERVICES STATE OF OREGON	Driving Records	0140462110	1.50
4814	06/14	06/13/2014	1540	61158-05301	DMV SERVICES STATE OF OREGON	Driving Records	0540562110	1.50
Total 4814: 3.00								
4815	06/14	06/13/2014	1620	426	EFFICIENCY SERVICES GROUP, LLC	BPA Program Services May 2014	5140562139	750.00
Total 4815: 750.00								
4816	06/14	06/13/2014	6795	0406529	Ferguson	Sensus Handheld Meter	5542163941	2,900.35
4816	06/14	06/13/2014	6795	0406529	Ferguson	Sensus Handheld Meter	5545163941	2,900.34
Total 4816: 5,800.69								
4817	06/14	06/13/2014	2020	1221433	GENERAL PACIFIC INC.	Bear Mt Project Supplies	5141562009	281.25
4817	06/14	06/13/2014	2020	1221679	GENERAL PACIFIC INC.	Marker Guy Pole	5140563760	107.25
Total 4817: 388.50								
4818	06/14	06/13/2014	2080	5595050	GLOBALSTAR	Sat Phone	0540562050	27.41
Total 4818: 27.41								
4819	06/14	06/13/2014	2420	7319	HOOD RIVER CO. - FINANCE	May 2014 Deputy Service	0141962250	7,281.00
Total 4819: 7,281.00								

M = Manual Check, V = Void Check

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
4820	06/14	06/13/2014	2570	0005141024	HOOD RIVER NEWS	Place Ad for Resolution 1301	3140562030	164.00
Total 4820: 164.00								
4821	06/14	06/13/2014	6874	MAY 2014	LIN Television Corporation	programming	4140562740	257.85
Total 4821: 257.85								
4822	06/14	06/13/2014	4910	301877714	Linda Mendez	Refund Deposit	5121130	268.78
Total 4822: 268.78								
4823	06/14	06/13/2014	3160	631401	MARIANNE BUMP/PETTY CASH	Reimburse Petty Cash	0140462540	14.99
4823	06/14	06/13/2014	3160	6914	MARIANNE BUMP/PETTY CASH	Reimburse Petty Cash	2140562870	41.00
Total 4823: 55.99								
4824	06/14	06/13/2014	3380	KPDX MA 20	Meredith Corporation	Retransmission	4140562740	57.30
4824	06/14	06/13/2014	3380	KPTV MAY 2	Meredith Corporation	Retransmission	4140562740	162.35
Total 4824: 219.65								
4825	06/14	06/13/2014	3490	96-01-01 6/1	MID-COLUMBIA ECONOMIC	Loan 96-01-01	4640562711	1,268.99
4825	06/14	06/13/2014	3490	96-01-01 6/1	MID-COLUMBIA ECONOMIC	Loan 96-01-01	4640562712	249.79
4825	06/14	06/13/2014	3490	96-01-02 6/1	MID-COLUMBIA ECONOMIC	Loan 96-01-02	4640562711	1,026.20
4825	06/14	06/13/2014	3490	96-01-02 6/1	MID-COLUMBIA ECONOMIC	Loan 96-01-02	4640562712	239.36
Total 4825: 2,784.24								
4826	06/14	06/13/2014	3770	22-201405	NET ASSETS	Title Search	0140162110	2.74
4826	06/14	06/13/2014	3770	22-201405	NET ASSETS	Title Search	0542162110	.20
4826	06/14	06/13/2014	3770	22-201405	NET ASSETS	Title Search	2142162110	.75
4826	06/14	06/13/2014	3770	22-201405	NET ASSETS	Title Search	3142162110	.87
4826	06/14	06/13/2014	3770	22-201405	NET ASSETS	Title Search	5142162110	6.44
Total 4826: 11.00								
4827	06/14	06/13/2014	4030	2014	OHA State of Oregon	Ambulance Vehicle Renewal	0540562860	120.00

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 4827:								
4828	06/14	06/13/2014	4070	4050329+	ONE CALL CONCEPTS, INC.	Regular Tickets	5140562110	58.80
Total 4828:								
4829	06/14	06/13/2014	4200	AR150394	OREGON DEPT. OF ENERGY	Energy Supplier Assessment	5140562030	1,032.00
4829	06/14	06/13/2014	4200	AR150394	OREGON DEPT. OF ENERGY	Energy Supplier Assessment	5140562030	258.00
Total 4829:								
4830	06/14	06/13/2014	6769	5-14-057	PARC Resources, LLC	site visit jackson/brigham and city/port m	0140262075	297.00
Total 4830:								
4831	06/14	06/13/2014	4650	E147985	PLATT ELECTRIC SUPPLY	Ligh Bulbs	0540562440	72.20
Total 4831:								
4832	06/14	06/13/2014	4910	600140903	Rebecca Cady	Refund Deposit	5121130	207.51
Total 4832:								
4833	06/14	06/13/2014	6780	5030952007	Ricoh Americas Corporation	Copies	0140162110	35.54
4833	06/14	06/13/2014	6780	5030952007	Ricoh Americas Corporation	Copies	0542162110	2.63
4833	06/14	06/13/2014	6780	5030952007	Ricoh Americas Corporation	Copies	2142162110	9.72
4833	06/14	06/13/2014	6780	5030952007	Ricoh Americas Corporation	Copies	3142162110	11.32
4833	06/14	06/13/2014	6780	5030952007	Ricoh Americas Corporation	Copies	5142162110	83.46
Total 4833:								
4834	06/14	06/13/2014	4910	211944609	Sandra Siriwatantangarong	Refund Deposit	5121130	300.00
4834	06/14	06/13/2014	4910	211944609	Sandra Siriwatantangarong	Refund Deposit	5130543810	1.42
Total 4834:								
4835	06/14	06/13/2014	5160	72907	SAWTOOTH TECHNOLOGIES, LLC	Internet Service	4140562661	802.00

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 4835:								
4836	06/14	06/13/2014	6886	MAY 2014	Sinclair Television Group, Inc.	retransmission	4140562740	143.25
Total 4836:								
Total 4837:								
4837	06/14	06/13/2014	5460	MAY 2014	Sosnkowski & Cleaveland P.C.	Attorney Fees	0140162100	280.80
4837	06/14	06/13/2014	5460	MAY 2014	Sosnkowski & Cleaveland P.C.		0140262100	69.60
4837	06/14	06/13/2014	5460	MAY 2014	Sosnkowski & Cleaveland P.C.		0542162100	14.40
4837	06/14	06/13/2014	5460	MAY 2014	Sosnkowski & Cleaveland P.C.		2142162100	112.80
4837	06/14	06/13/2014	5460	MAY 2014	Sosnkowski & Cleaveland P.C.		3142162100	186.00
4837	06/14	06/13/2014	5460	MAY 2014	Sosnkowski & Cleaveland P.C.		5142162100	536.40
Total 4837:								
4838	06/14	06/13/2014	1480	W/QM-ER-13	State Treasurer, State of Oregon	Civil Penalty Fee	3140562860	875.00
Total 4838:								
Total 4839:								
4839	06/14	06/13/2014	5720	14-76	Tenneson Engineering Corp	Water System Master Plan	2140562152	9,000.00
Total 4839:								
Total 4840:								
4840	06/14	06/13/2014	6110	63014	U.S. POSTAL SERVICE	Annual Box Fee	0140162110	14.94
4840	06/14	06/13/2014	6110	63014	U.S. POSTAL SERVICE	Annual Box Fee	0542162110	1.11
4840	06/14	06/13/2014	6110	63014	U.S. POSTAL SERVICE	Annual Box Fee	2142162110	4.09
4840	06/14	06/13/2014	6110	63014	U.S. POSTAL SERVICE	Annual Box Fee	3142162110	4.76
4840	06/14	06/13/2014	6110	63014	U.S. POSTAL SERVICE	Annual Box Fee	5142162100	35.10
Total 4840:								
4841	06/14	06/13/2014	6190	37867S-02	UNIVERSITY OF OREGON	Quarterly Billing	0840562110	5,000.00
Total 4841:								
4842	06/14	06/13/2014	6210	356908	USA BLUEBOOK	Liquid DPD1A	2140562560	34.28
Total 4842:								

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
4843	06/14	06/13/2014	6420	6314	WEBB, MEGAN	Reimburse Mileage	0140162020	4.73
4843	06/14	06/13/2014	6420	6314	WEBB, MEGAN	Reimburse Mileage	2142162020	1.41
4843	06/14	06/13/2014	6420	6314	WEBB, MEGAN	Reimburse Mileage	3142162020	1.01
4843	06/14	06/13/2014	6420	6314	WEBB, MEGAN	Reimburse Mileage	5142162020	4.05
Total 4843:								11.20
4844	06/14	06/13/2014	6690	52914	WOOSLEY, KATHY	Reimburse Mileage	0140162020	19.14
4844	06/14	06/13/2014	6690	52914	WOOSLEY, KATHY	Reimburse Mileage	2142162020	5.72
4844	06/14	06/13/2014	6690	52914	WOOSLEY, KATHY	Reimburse Mileage	3142162020	4.08
4844	06/14	06/13/2014	6690	52914	WOOSLEY, KATHY	Reimburse Mileage	5142162020	16.42
Total 4844:								45.36
4845	06/14	06/13/2014	6730	520141980	ZCORUM INC.	Internet	4140862730	775.50
Total 4845:								775.50
6131401	06/14	06/13/2014	3650	14050223	NATIONAL CABLE TELEVISION COOP.	Programming	4140562740	4,334.06 M
Total 6131401:								4,334.06
Grand Totals:								60,208.97

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-21010	.00	10,365.77-	10,365.77-
01-401-62020	23.87	.00	23.87
01-401-62082	234.00	.00	234.00
01-401-62100	280.80	.00	280.80
01-401-62110	53.22	.00	53.22
01-402-62075	297.00	.00	297.00
01-402-62100	69.60	.00	69.60
01-404-62063	40.00	.00	40.00
01-404-62110	1.50	.00	1.50
01-404-62520	102.43	.00	102.43
01-404-62540	14.99	.00	14.99
01-404-62551	672.17	.00	672.17
01-407-62630	110.89	.00	110.89
01-408-62024	1,000.00	.00	1,000.00
01-408-62025	204.30	.00	204.30
01-419-62250	7,261.00	.00	7,261.00
03-21010	.00	74.10-	74.10-
03-405-62082	74.10	.00	74.10
05-21010	.00	1,167.42-	1,167.42-
05-405-62020	290.00	.00	290.00
05-405-62050	27.41	.00	27.41
05-405-62082	66.30	.00	66.30
05-405-62110	1.50	.00	1.50
05-405-62111	114.00	.00	114.00
05-405-62439	457.67	.00	457.67
05-405-62440	72.20	.00	72.20
05-405-62860	120.00	.00	120.00
05-421-62100	14.40	.00	14.40
05-421-62110	3.94	.00	3.94
08-21010	.00	10,015.00-	10,015.00-
08-405-62071	15.00	.00	15.00
08-405-62110	5,000.00	.00	5,000.00
08-405-62170	5,000.00	.00	5,000.00
17-21010	.00	21.30-	21.30-
17-405-62551	21.30	.00	21.30
21-21010	.00	11,447.15-	11,447.15-
21-405-62070	1,577.13	.00	1,577.13
21-405-62082	401.70	.00	401.70

GL Account	Debit	Credit	Proof
21-405-62150	101.50	.00	101.50
21-405-62152	9,000.00	.00	9,000.00
21-405-62580	34.28	.00	34.28
21-405-62870	41.00	.00	41.00
21-421-62020	7.13	.00	7.13
21-421-62071	157.05	.00	157.05
21-421-62100	112.80	.00	112.80
21-421-62110	14.56	.00	14.56
31-21010	.00	3,979.61-	3,979.61-
31-405-62030	164.00	.00	164.00
31-405-62050	115.50	.00	115.50
31-405-62070	2,258.27	.00	2,258.27
31-405-62082	358.80	.00	358.80
31-405-62860	875.00	.00	875.00
31-421-62020	5.09	.00	5.09
31-421-62100	186.00	.00	186.00
31-421-62110	16.95	.00	16.95
41-21010	.00	7,627.31-	7,627.31-
41-405-62570	1,095.00	.00	1,095.00
41-405-62661	802.00	.00	802.00
41-405-62740	4,954.81	.00	4,954.81
41-406-62730	775.50	.00	775.50
46-21010	.00	2,784.24-	2,784.24-
46-405-62711	2,295.09	.00	2,295.09
46-405-62712	489.15	.00	489.15
51-21010	.00	6,106.38-	6,106.38-
51-21130	830.30	.00	830.30
51-305-43810	1.42	.00	1.42
51-405-62030	1,032.00	.00	1,032.00
51-405-62082	686.40	.00	686.40
51-405-62110	58.80	.00	58.80
51-405-62139	750.00	.00	750.00
51-405-62140	1,000.00	.00	1,000.00
51-405-62800	21.30	.00	21.30
51-405-63760	107.25	.00	107.25
51-406-62030	258.00	.00	258.00
51-406-62082	128.70	.00	128.70
51-415-62009	281.25	.00	281.25
51-421-62020	20.47	.00	20.47
51-421-62071	269.09	.00	269.09

GL Account	Debit	Credit	Proof
51-421-62100	571.50	.00	571.50
51-421-62110	89.90	.00	89.90
56-21010	.00	6,620.69-	6,620.69-
56-405-63941	700.00	.00	700.00
56-421-63941	3,020.35	.00	3,020.35
56-451-63941	2,900.34	.00	2,900.34
<b>Grand Totals:</b>	<u>60,208.97</u>	<u>60,208.97-</u>	<u>.00</u>

Report Criteria:  
Report type: GL detail

PO BOX 209  
1945 12TH STREET  
HOOD RIVER, OR 97031  
PHONE: (541) 386-2757

142551

NET 10TH

4CK

6/11/14

11:38

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

CASCADE LOCKS

EA 70702

SPRINKLER SPOT SQUARE ACE

SUGG

1

3.99 /EA

3.99 N

DOC# 62428 /3  
\*\*\*\*\*  
\* INVOICE \*  
\*\*\*\*\*  
TERM#113  
40 HR-RETAIL  
003 HOOD RIVER ST 3  
DUE DATE: 7/10/14  
SLSPR: TAX :  
TAX : 40 HR-RETAIL

\*\*\*\*\*  
\* INVOICE \*  
\*\*\*\*\*  
DOC# 62428 /3

\*\* AMOUNT CHARGED TO STORE ACCOUNT \*\*  
3.99 TAXABLE  
NON-TAXABLE  
SUBTOTAL 3.99  
TAX AMOUNT 0.00  
TOTAL AMOUNT 3.99

HOOD RIVER SUPPLY

PAGE NO 1

**STAFF REPORT**

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**Date Prepared: 6/16/14**

**For City Council Meeting on: 6/23/14**

**TO: Honorable Mayor and City Council**

**PREPARED BY:** Marianne Bump, Finance Officer

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

**SUBJECT:** Approve the renewal of Property and Liability Insurance and Workers Compensation Insurance for fiscal year ending June 30, 2015.

**SYNOPSIS:** Each year the City is required to renew Property/Liability Insurance and Workers Compensation Insurance. CIS continues to provide excellent service and staff recommends we renew our insurance policy with this provider.

**CITY COUNCIL OPTIONS:**

1. Approve Insurance Renewal with CIS.
2. Establish other direction for staff to proceed
3. Take no action

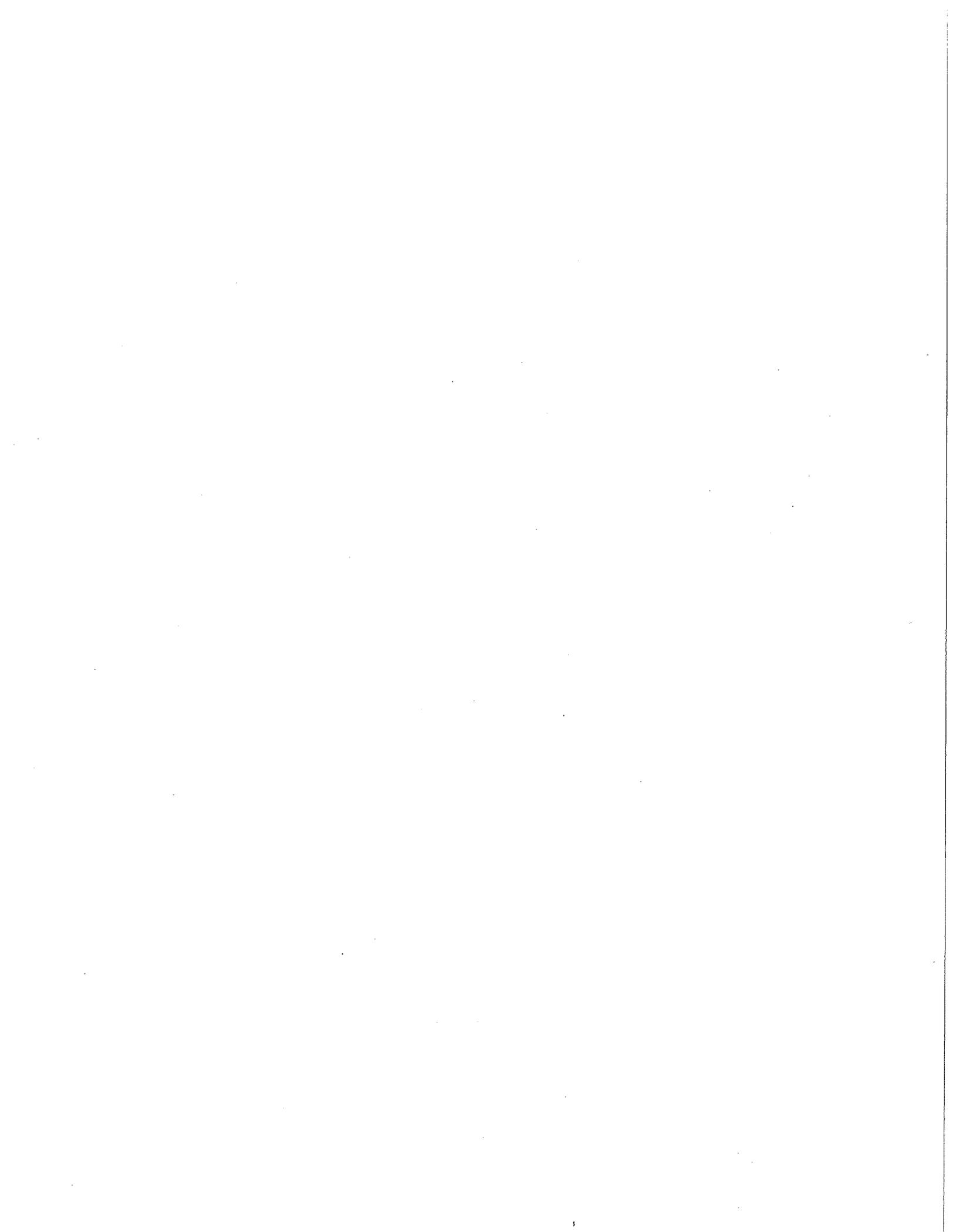
**RECOMMENDATION:** The City Council, by motion, approve Property, Liability, and Workers Compensation Insurance renewal.

**Legal Review and Opinion:** N/A

**Financial review and status:** In the budget for FY 2014-2015 staff has budgeted for these expenses throughout the funds in the line item marked Insurance.

**BACKGROUND INFORMATION:**

1. Property/Liability Insurance and Workers Compensation renewal summary is attached.



**City of Cascade Locks  
2014 / 2015 Renewal Summary**

as of 6/9/14

COVERAGE		2013 - 2014		2014 - 2015		
		Limits	Premiums	Limits	Premiums	
Property & Inland Marine	Buildings / Premium	\$19,157,653	\$27,154	\$19,540,806	\$27,729	(1)
	Contents	\$1,071,663		\$1,093,096		
	Property in Open	\$110,330		\$112,506		
	Mobile Equipment	\$809,778		\$786,528		
	Deductible	\$1,000		\$1,000		
Earthquake	Limit	\$5,000,000	Included	\$5,000,000	Included	
	Deductible*	See Policy		See Policy		
Excess Earthquake	Limit	\$5,000,000	\$0	\$5,000,000	\$0	(2)
	Deductible*	See Policy		See Policy		
Water Damage (Flood)	Limit	\$5,000,000	Included	\$5,000,000	Included	
	Deductible*	See Policy		See Policy		
General Liability	Limit / Per Occurrence	\$5,000,000	\$11,582	\$5,000,000	\$14,530	
	Aggregate	\$15,000,000		\$15,000,000		
	Deductibles	None		None		
Automobile Liability	Limit / Per Occurrence	\$5,000,000	\$5,599	\$5,000,000	\$7,398	
	Aggregate	n/a		n/a		
Automobile Physical Damage	Deductibles	\$100/\$500	\$7,389	\$100/\$500	\$7,778	
	Number of Units	20		20		
Equipment Breakdown	Limit	Per SOV	Included	Per SOV	Included	
	Deductible	\$1,000		\$1,000		
Excess Crime	Limit	\$100,000	\$478	\$100,000	\$478	(3)
	Deductible	\$1,000		\$1,000		
<b>Total Premiums</b>			<b>\$52,202</b>		<b>\$57,913</b>	
<b>Multi-Line/Dividend Credit</b>			<b>(\$3,879)</b>		<b>(\$4,307)</b>	
<b>Bonus Program Credit</b>			<b>\$0</b>		<b>\$0</b>	
<b>Net CIS Premium</b>			<b>\$48,323</b>		<b>\$53,606</b>	% Change 9.9%
Public Official Bonds -- Travelers	Limit		N/A		N/A	(3)
	Marianne Bump					
<b>Accident/Sickness Policy -- VFIS</b>			<b>\$1,420</b>		<b>\$1,420</b>	(4)
<b>TOTAL PREMIUMS</b>			<b>\$49,743</b>		<b>\$55,026</b>	

\$ Change      \$5,283  
% Change      9.60%

**Footnotes:**

- (1) Buildings, contents and property in the open were trended 2% each by CIS for this renewal.
- (2) Excess Earthquake coverage pricing was increased from \$2,500 to \$15,000 effective 7/1/13 - not purchased.
- (3) The Public Official Bond for Marianne Bump was discontinued in favor of CIS Crime coverage effective 7/1/2014.
- (4) Premium shown is the third annual installment for a three-year policy effective 7/1/2012.

**CITY OF CASCADE LOCKS  
WORKERS' COMPENSATION ANALYSIS  
FOR THE PERIOD 7/1/2014 - 7/1/2015**

CODE	DESCRIPTION	2013-2014			2014-2015		
		ESTIMATED PAYROLL	CIS RATES	CIS PREMIUM	ESTIMATED PAYROLL	CIS RATES	CIS PREMIUM
5506	Street / Road Maintenance	\$25,073	10.27	\$2,577	\$21,163	10.31	\$2,162
7520	Water	\$31,808	5.34	\$1,700	\$39,861	5.38	\$2,143
7539	Municipal Power Company	\$365,350	3.26	\$11,929	\$341,069	3.27	\$11,136
7580	Sewer	\$10,163	4.61	\$469	\$11,797	4.65	\$548
7610	Radio / TV Broadcasting, Clerical 7 Drivers	\$6,000	0.55	\$33	\$9,200	0.56	\$51
7710	Fire/Ambulance Drivers	\$73,070	4.43	\$3,244	\$93,762	4.44	\$4,162
8411	Public Safety Volunteers	\$53,600	2.08	\$1,115	\$60,000	2.10	\$1,261
8411F	Volunteer Fire Fighters	\$29,600	2.08	\$616	\$23,200	2.10	\$487
8411FC	Fire Chief/Assistant Fire Chief	\$0	0.00	\$0	\$0	2.10	\$0
8742V	Volunteer Boards/Commissions Public Officials	\$17,500	0.35	\$61	\$17,500	0.38	\$67
8742	City Administrator	\$0			\$64,263	0.38	\$245
8810	Clerical	\$237,993	0.35	\$834	\$173,716	0.38	\$662
8868	Museum Attendants	\$9,225	0.55	\$51	\$0	0.00	\$0
9015	Building Maintenance & Lifeguards	\$45,332	4.56	\$2,069	\$48,641	4.56	\$2,219
9220	Cemetery	\$1,291	6.98	\$90	\$1,992	6.98	\$139
9402	Street/Sewer Cleaning & Snow Removal	\$0			\$2,500	7.58	\$190
ESTIMATED MANUAL CONTRIBUTION		\$906,005		\$24,787	\$908,664		\$25,493
Increased Limits Factor				Included			Included
Experience Rating Modification Factor				1.25			1.02
ESTIMATED STANDARD CONTRIBUTION				\$30,984			\$26,003
Transition Adjustment				Included			Included
Estimated Adjusted Contribution				\$30,984			\$26,003
State of Oregon Premium Assessment				\$1,983			\$1,872
Multi Line Credit				-\$2,324			-\$1,950
Distribution Credit				\$0			\$0
<b>ESTIMATED ANNUAL CONTRIBUTION</b>				<b>\$30,643</b>			<b>\$25,925</b>

AGENDA ITEM NO:

3d

## CASCADE LOCKS STAFF REPORT

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**Date Prepared:** June 16, 2014

**For City Council Meeting on:** June 23, 2014

**TO:** Honorable Mayor and City Council

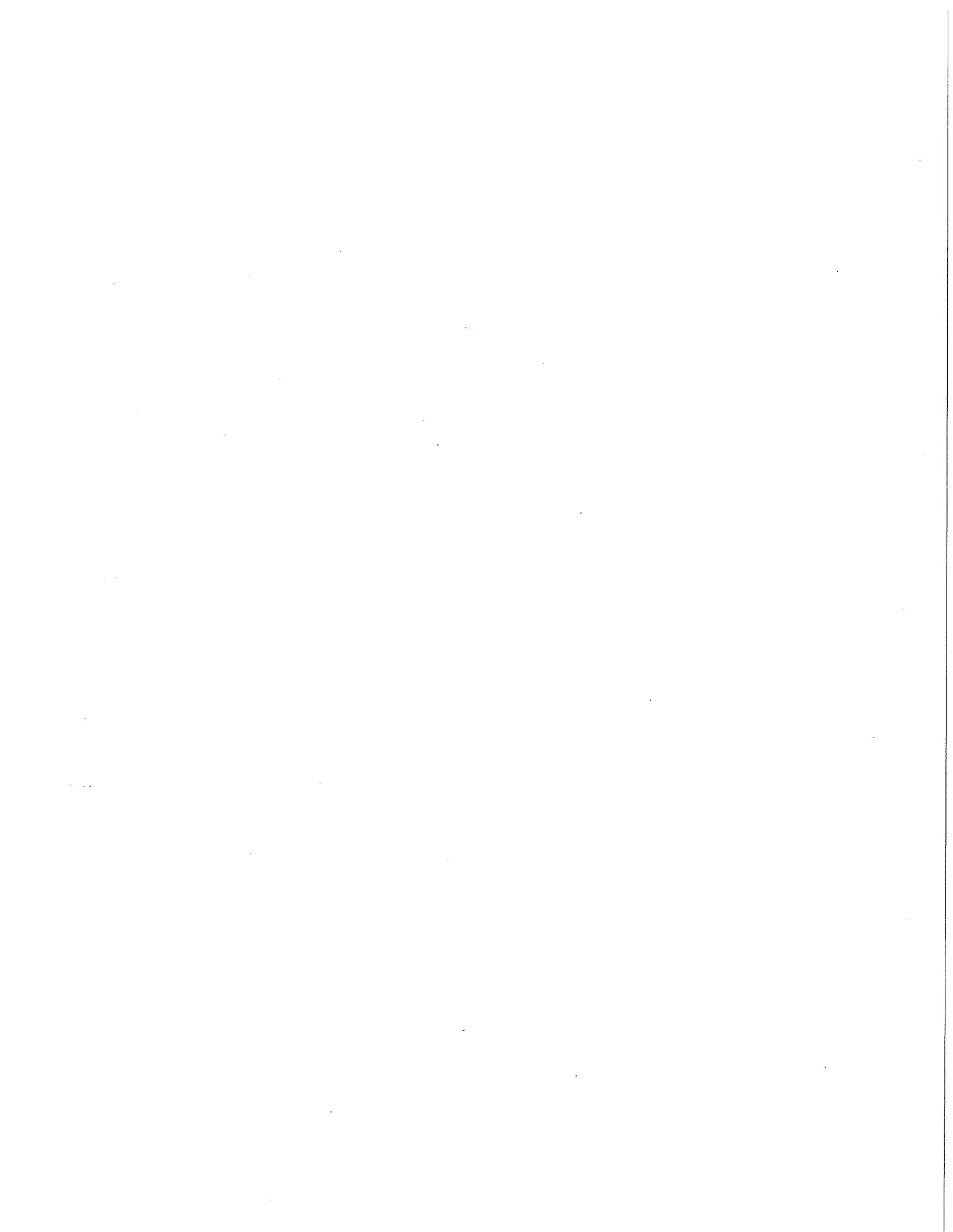
**PREPARED BY:** Gordon Zimmerman, City Administrator

**SUBJECT:** Approve Proposal with Merina & Company to Provide Transient Room Tax Audits

**SYNOPSIS:** With the collection of the transient room taxes from local providers, the City also requires an audit of the books of those firms to insure proper collection and/or credit. Merina and Company have been very helpful in the past with these audits. This is a request to renew the contract with our accountant to perform these audits. We try to do two audits per year so that all six establishments are audited once every three years.

**CITY COUNCIL OPTIONS:** Accept or reject the contract with Merina and Company.

**RECOMMENDED MOTION:** "I move to accept the contract with Merina and Company for the performance of the transient room tax audits."



**PROPOSAL TO PROVIDE  
TRANSIENT ROOM TAX AUDITS  
FOR  
CITY OF CASCADE LOCKS  
JUNE 6, 2014**



**Prepared by**

**MERINA  
& COMPANY, LLP**

Certified Public Accountants and Consultants

**Contact: Tonya Moffitt, Partner**  
[tmoffitt@merinacpas.com](mailto:tmoffitt@merinacpas.com)

5499 Amy Street  
West Linn, OR 97068-1707  
(503) 723-0300  
[www.merinacpas.com](http://www.merinacpas.com)

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# MERINA & COMPANY, LLP

Certified Public Accountants and Consultants

## CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS

### PARTNERS

KAMALA K. AUSTIN, CPA • TONYA M. MOFFITT, CPA

June 6, 2014

City of Cascade Locks  
PO Box 308  
Cascade Locks, OR 97014

Merina & Company, LLP (MCO) is pleased to present this proposal to provide transient room tax audits for the City of Cascade Locks (City). The agreed-upon procedures will be performed in accordance with attestation standards established by the American Institute of Certified Public Accountants. We will apply the agreed-upon procedures which the City had specified in their prior Request for Proposals. We will demonstrate in this proposal that we have the experience and qualifications to provide these services in a competent and cost effective manner that will result in the completion of the transient room tax audits.

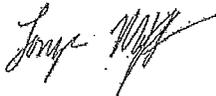
We believe MCO is the best firm for the City because we have a long history performing audits and attestation services for state and local governments and understand the environment in which it operates. In addition, the individuals to be assigned to the engagement have direct experience and qualifications relating to transient room tax audits.

We affirm that MCO and all partners and managers of MCO are:

- Duly licensed by the Oregon Board of Accountancy to practice as Certified Public Accountants
- Licensed Municipal Auditors
- Meet the independence requirements of the American Institute of Certified Public Accountants and the *Standards for Audit of Government Organizations, Programs, Activities and Functions*, published by the US General Accounting Office
- Certified as an EEO Affirmative Employer
- Certified Women Owned Small Business with the U.S. Small Business Association

We appreciate the opportunity to propose on this engagement. This proposal is a firm and irrevocable offer open for 90 days. Tonya Moffitt, CPA, Partner, who is authorized to represent MCO and to bind the firm in a contract, signs this proposal.

Sincerely,



Tonya Moffitt, CPA  
Partner  
Merina & Company, LLP  
Certified Public Accountants and Consultants

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**Proposal to Provide Transient Room Tax Audits for  
City of Cascade Locks  
June 6, 2014**



**INTRODUCTION**

Merina & Company, LLP (MCO) is a diverse local accounting and consulting firm located in West Linn, Oregon and from where this engagement will be administered. Our firm is committed to and specializes in providing government entities with independent and accurate auditing and assurance services. We can provide any type of audit that a local government or state agency might need. Services we offer include Financial and Compliance audits, Agreed Upon Procedures for Business Energy Tax Credits, and Transient Room Tax audits as well as such as rate consulting (particularly solid waste rates) and franchise fee setting. We have taken the time to focus on these categories of service to be able to respond quickly and efficiently to our governmental clients.

MCO is a full service accounting and consulting firm specializing in auditing and other attestation engagements. Since the retirement of the founding partner the ownership of MCO has changed. It is now 100% woman owned with 25 years of combined experience with MCO and municipal auditing, and is certified as a Women-Owned Small Business with the U.S. Small Business Administration. From this combined experience, the partners have carried forward the firm's experience, knowledge, and expertise, bringing with them a fresh and modern style while placing high value in top quality work that is performed efficiently and timely.

MCO practices an open door policy between staff and management supporting their professional development. We place just as much value in our relationships with our employees as we do with our clients. We strongly support and encourage our employees to practice a proper work-life balance. We are proud of our experienced staff who are dedicated to our company and the clients we serve while specializing in governmental and non-profit auditing services.

MCO is a member of the following professional organizations:

- American Institute of Certified Public Accountants
- Oregon State Society of Certified Public Accountants
- Government Finance Officers Association
- Oregon Municipal Finance Officers Association
- Association of Certified Fraud Examiners
- AICPA Governmental Audit Quality Center

**PRICE**

Based on our experience with engagements of similar size and scope, we estimate a fair price for this engagement of \$1,300 per lodging establishment. Our cost includes all incidental costs such as preparing all report copies, travel, subsistence, etc. This fee has been determined according to the following schedule.

<u>Position</u>	<u>Hourly Rate</u>	<u>Total Hours</u>	<u>Total Cost</u>
Partner, Senior Accountant, Staff Accountants	\$ 100	13	\$ 1,300
Totals		13	\$ 1,300

**MERINA  
& COMPANY, LLP**

CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS

**Proposal to Provide Transient Room Tax Audits for  
City of Cascade Locks  
June 6, 2014**



If we encounter an establishment that is lacking support and requires additional testing, we would charge \$100 per hour for the additional testing. We would discuss any additional testing with management prior to incurring costs above the previously agreed upon fee and come to a mutually agreeable estimated increase to the basic fee.

**ENGAGEMENT TEAM**

We have selected the staff for this engagement based on their experience and training in relation to the requirements of the City. We are committed to providing our clients with competent services, professionally delivered. We have assigned an engagement partner and staff accountant.

***Engagement Partner***

Tonya Moffitt, CPA (CPA License #11063; Municipal License #1392), is a Partner at MCO and will be the Engagement Partner on this engagement. She has been part of the MCO team for over eleven years. She received her Bachelor of Science in Accounting from Portland State University and then a Master of Science in Financial Analysis.

Ms. Moffitt has experience working with various municipalities and non-profits with a focus on cities, special districts, and state agencies. She has performed transient room tax audits for various municipalities in the state as the engagement partner or manager. She has been Engagement Partner for MCO's audits of the City of Gresham, City of The Dalles, City of Damascus, City of Wood Village, City of Sandy, City of Happy Valley, and Clean Water Services of Washington County and many others. She has been in-charge of transient room tax audits for the City of Cascade Locks and City of Wood Village as well as other agreed-upon procedure evaluating intergovernmental agreements compliance for Clean Water Services of Washington County. She has also managed several federal compliance audits at the Oregon Secretary of State Audits Division. She is also responsible for training the new staff who assist in governmental and compliance audits.

She is a reviewer for the GFOA Certificate of Excellence in Financial Reporting Award program and has assisted several of our clients in their initial submission and retention of the award. Ms. Moffitt is also currently a committee member and former co-chair of the Accounting Standards Review Committee for the Oregon Municipal Finance Officers Association and a member of the OSCP Legislative Committee. She participates in the Oregon Society of Certified Public Accountants' and Portland State University's Coaching Programs as a guide to students as they make the transition from college into the accounting profession. She served as Chair of the Board of Directors and is a current finance committee member for Forward Stride, a non-profit therapeutic equine program which provides, promotes, and supports quality therapeutic recreation services for children and adults.

Ms. Moffitt focuses her continuing professional education in governmental accounting, Oregon Budget Law, and non-profit accounting. She meets all Yellow Book continuing education requirements for in-charge auditors.

***Senior Accountants***

Melissa Goss, CPA Candidate, will be a Senior Accountant leading this engagement. She joined MCO over six years ago as an Office Assistant and has five years of governmental auditing experience. Ms. Goss earned a Post-Baccalaureate Certificate in Accounting from Portland State University and has continued to advance and excel in her career. Ms. Goss has worked on transient room tax audits in prior years. She has been the lead on many governmental audit engagements through the reporting



**Proposal to Provide Transient Room Tax Audits for  
City of Cascade Locks  
June 6, 2014**



stages including planning, conducting, leading and reviewing the engagements. She has assisted or led the audits of the City of The Dalles, City of Damascus, City of Sandy, City of Happy Valley, and City of Gladstone, among others. Her continuing professional education is focused on governmental and non-profit auditing with a focus on Yellow Book requirements.

Matt Apken, CPA Candidate, will be a Senior Accountant assisting on this engagement. Mr. Apken has a Masters of Professional Accountancy from Central Washington University Lynwood. Since joining MCO almost three years ago, he has gained experience in government, non-profit, and for-profit audit clients. Prior to that he processed and reconciled accounts payable with a for-profit business in Washington. Mr. Apken worked on the City of Cascade Locks transient room tax audit. He has been the lead auditor on the audits of City of Tualatin, City of Cornelius, Salem Housing Authority, as well as assisted on many others. Mr. Apken's areas of focus and continuing professional education are focused on governmental, non-profit, and for-profit accounting and auditing. He has successfully passed the CPA exams and is currently awaiting certification.

***Staff Accountant***

Monie Holmes, CPA, (CPA License #13719; Municipal License – in process), will be a Staff Accountant assisting on this engagement. Ms. Holmes has a Bachelor of Science in Accounting from Portland State University, and is currently in the process of meeting the requirements to be a licensed municipal auditor. Since joining MCO she has gained experience in government, non-profit, and for-profit audit clients. Prior to that, she gained valuable finance knowledge working in investments, and in the private sector of accounting. Ms. Holmes worked on the City of Cascade Locks transient room tax audit. Ms. Holmes has assisted on the audits of City of Bandon, City of Clatskanie, City of Tualatin, City of Sandy, and several others. Her areas of focus and continuing professional education are focused on governmental, non-profit, and for-profit accounting and auditing.

**REFERENCES**

We have provided below three clients to be contacted for reference that we have performed audit and attestation engagements for.

<b>City of Wood Village</b>	3055 NE 238 <sup>th</sup> Drive	503.489.6858
<b>Peggy Minter, Finance Director</b>	Wood Village, OR 97060	minter@ci.wood-village.or.us

Scope of Work: Transient Room Tax Audits

<b>Clean Water Services</b>	2550 Southwest Hillsboro Hwy	503.681.3600
<b>Kathleen Leader, Manager</b>	Hillsboro, OR 97123	leaderk@cleanwaterservices.org

Scope of Work: Rate and Fee Audits & Financial Audits

<b>City of Cannon Beach</b>	163 E Grower	503.436.8050
<b>Richard Mays, City Manager</b>	Cannon Beach, OR 97110	may@ci.cannon-beach.or.us

Scope of Work: Transient Room Tax Audits

**Proposal to Provide Transient Room Tax Audits for  
City of Cascade Locks  
June 6, 2014**



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**TIME ESTIMATE**

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We estimate about a total of 13 hours per lodging establishment. Depending on the documentation each lodging establishment provides we expect to be on-site for 3-6 hours. The remainder of the time will be in office finalizing workpapers and drafting and reviewing reports of findings.

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**TIMELINE OF AVAILABILITY**

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We will perform the transient room tax audits at a mutually agreed upon dates with the City.

## **Appendix A**

### **Resumes**

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# Tonya M. Moffitt, CPA

Partner

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## Profile

Ms. Moffitt is a Partner of Merina & Company. Ms. Moffitt specializes in and has extensive experience performing and managing governmental audits. She is also currently a committee member and the former Co-chair of the Accounting Standard and Review Committee for the Oregon Municipal Finance Officers Association (OMFOA), as well as a reviewer for the Government Finance Officers Association (GFOA) Certificate of Excellence in Financial Reporting awards program.

Ms. Moffitt is responsible for training new staff who assist in governmental and compliance audits and supervising managers, seniors, entry level staff and interns. Ms. Moffitt created the firm's financial statement template and is currently in charge of training numerous clients to use the template for financial statement preparation.

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## Specialization

Accounting and auditing for municipalities with a focus on Cities, Counties, Special Districts, State Agencies, State Commissions, and Semi-Independent State Boards, performing Financial and Compliance Audits, Performance Audits, Business Energy Tax Credits, and Franchise Fee and Rate Consulting.

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## Licensing

OR CPA License No. 11063

OR Municipal License No. 1392

HI CPA License No. 4886

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## Education

*Master of Science in Financial Analysis* – Portland State University

*Bachelor of Science in Accounting* – Portland State University

Continuing professional education focused on governmental accounting including *Government Auditing Standards*, OMB Circular A-133, and Oregon Budget Law. Ms. Moffitt meets all federal Yellow Book education requirements for in-charge auditors.

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## Engagement Clients

City of Cascade Locks Transient Room Tax Audit	City of Wood Village Transient Room Tax Audit	City of Cannon Beach Transient Room Tax Audit
City of Sandy	City of Salem	Union Health District
City of Damascus	City of The Dalles	Oregon Corrections Enterprises
City of Gresham	City of Wood Village	Oregon Secretary of State
City of Happy Valley	Clean Water Services	State of Hawaii
Common School Fund of the State of Oregon	Attorney General's Sexual Assault Task Force	Northwest Oregon Housing Authority

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## Significant Affiliations and Achievements

American Institute of CPA's	Oregon Society of CPA's Coaching Program
Oregon Society of CPA's	Association of Government Accountants Scholarship
Oregon Municipal Finance Officers Association	Served as Beta Alpha Psi, Treasurer
GFOA Certificate of Excellence in Financial Reporting Awards Program Reviewer	Forward Stride Equine Program Finance Committee Member and Prior Chair of the Board of Directors
OMFOA Standard and Review Committee Member and Prior Co-chair	OSCPA Legislative Committee Member

# Melissa Goss, CPA Candidate      Senior Accountant

## Profile

Ms. Goss is a Senior Accountant for Merina & Company. She joined Merina & Company over five years ago as an Office Assistant. She completed her Post-Baccalaureate Certificate in Accounting three years ago and has worked her way up to Senior Account.

Ms. Goss has supported audit staff since joining Merina & Company and has experience conducting governmental audits and preparing tax returns. She is also responsible for the preparation of proposals and production of financial statements. Her areas of focus are governmental and non-profit accounting and auditing.

## Specialization

Accounting, auditing, and financial statement preparation for municipalities with a focus on Cities, Counties, Special Districts, and State Agencies.

## Education

*Bachelor of Arts in Sociology with Honors* – University of California Santa Cruz

*Post-Baccalaureate Certificate in Accounting* – Portland State University

Continuing professional education is focused on governmental and non-profit accounting and Yellow Book requirements.

## Engagement Clients

City of Wood Village Transient Room Tax	City of Wood Village
City of Damascus	Port of Astoria
City of Florence	Northwest Oregon Housing Authority
City of Gresham	Housing Works
City of Happy Valley	Clean Water Services
City of Sandy	Sunrise Water Authority
City of The Dalles	

## Significant Affiliations and Achievements

Oregon Society of Certified Public Accountants

Share Our Strength Volunteer – Finance Committee

Volunteer bookkeeping for a local small business

# Matthew R. Apken, CPA Candidate Senior Accountant

## Profile

Mr. Apken is a Senior Accountant with Merina & Company assisting on government, non-profit, and for-profit audit engagements. He has three years of municipal auditing experience with Merina & Company. Prior to joining Merina & Company, Mr. Apken acquired experience processing and reconciling accounts payable and preparation of business tax returns.

As Senior Accountant at Merina & Company, Mr. Apken leads the audit team throughout the audit cycle, from planning procedures, performing audit procedures, to preparation of financial statements and reports. His areas of focus are government, non-profit, and for-profit accounting and auditing.

## Specialization

Accounting and auditing for municipalities with a focus on State agencies, Cities, Special Districts, non-profit, and for-profit organizations.

## Licensing

CPA Candidate – All exams completed and awaiting approval of the Oregon Board of Accountancy

## Education

*Masters of Professional Accountancy* – Central Washington University – Lynwood

*Bachelor of Science – Accounting* – Utah Valley University

Continuing professional education is focused on governmental and non-profit accounting and Yellow Book requirements.

## Engagement Clients

City of Cascade Locks Transient Room Tax	Oregon Department of Veterans Affairs
Clean Water Services of Washington County	Common School Fund of OR Dept of State Lands
City of Cornelius	City of Sandy
City of Independence	City of The Dalles
City of Bandon	City of Tualatin
Mattie Younkin Manor and Powell Vista Manor	Salem Housing Authority

## Significant Affiliations and Achievements

Oregon Society of Certified Public Accountants

Boy Scouts of America Assistant Scout Master

Youth Leader in Local Congregation

# Monie Holmes, CPA

# Staff Accountant

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## *Profile*

Ms. Holmes is a Staff Accountant with Merina & Company assisting on government, non-profit, and for-profit audit engagements. Prior to joining Merina & Company, Ms. Holmes acquired valuable finance experience working as an Investment Associate for Union Bank; and financial accounting experience at ODS Companies.

As Staff Accountant at Merina & Company, Ms. Holmes supports audit team throughout the audit cycle, from planning procedures documentation, performing audit procedures, to preparation of financial statements and reports. Her areas of focus are government, non-profit, and for-profit accounting and auditing and tax preparation.

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## *Specialization*

Accounting and auditing for municipalities with a focus on Cities, Special Districts, non-profit, and for-profit organizations. Tax preparation for individuals and for-profit entities.

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## *Licensing*

CPA License No. 13719

Municipal License – in process

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## *Education*

*Bachelor of Science in Accounting, Cum Laude* – Portland State University

Continuing professional education is focused on governmental and non-profit accounting and Yellow Book requirements.

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## *Engagement Clients*

City of Cascade Locks Transient Room Tax	City of Tualatin
City of Bandon	Clatsop County Housing Authority
City of Dallas	Housing Works
City of Damascus	Corbett Water District
City of Gladstone	National Cherry Growers Industries Foundation
City of Gresham	Port of Astoria
City of Sandy	Port of Tillamook Bay

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## *Significant Affiliations and Achievements*

Oregon Society of Certified Public Accountants

American Institute of Certified Public Accountants

Volunteer Treasurer, Mountain View High School wrestling team

AGENDA ITEM NO: 3e

## **CASCADE LOCKS STAFF REPORT**

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**Date Prepared:** June 16, 2014

**For City Council Meeting on:** June 23, 2014

**TO:** Honorable Mayor and City Council

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

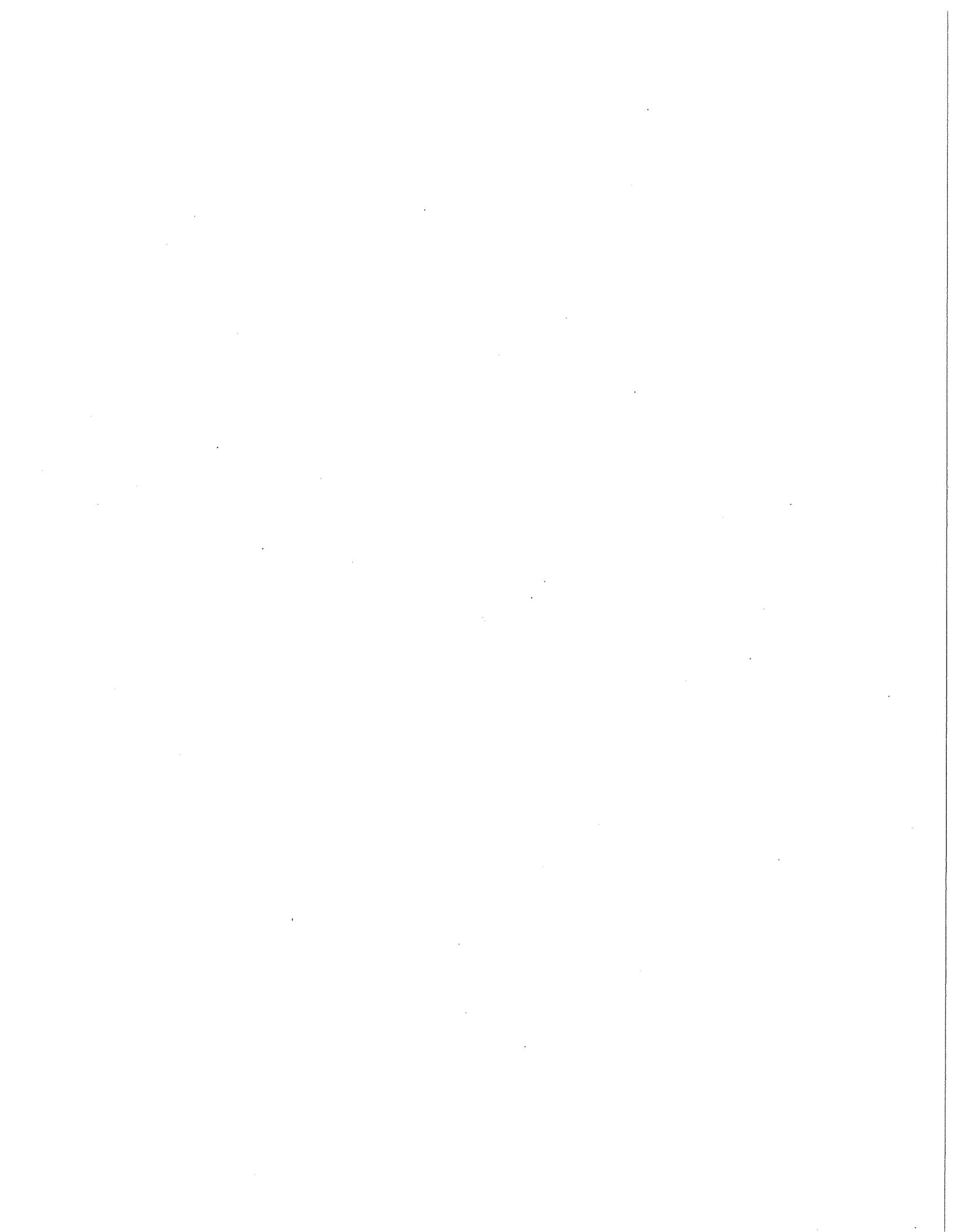
**SUBJECT:** City Attorney Contract

**SYNOPSIS:** Alexandra Sosnkowski and Ruben Cleaveland have been acting as City Attorneys for the City of Cascade Locks since July of 2011. This Amendment #3 maintains the hours available under the retainer and the per hour charges at the level of the previous year. This amendment lasts for one year until June 30, 2015.

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

**RECOMMENDED MOTION:** "I move to approve Amendment #3 to the personal services contract with the current City Attorney's Sosnkowski and Cleaveland."

**Financial Review and Status:** Money has been included in the adopted budget.







**FIRST AMENDMENT TO  
CITY OF CASCADE LOCKS  
PERSONAL SERVICES CONTRACT  
(City Attorney Services)**

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

Sosnkowski & Cleaveland P.C. ("Contractor")  
606 State Street, Suite 1A  
P.O. Box 1698  
Hood River, OR 97031

**RECITALS**

1. Contractor was engaged to provide legal services to the City pursuant to Personal Services Contract for City Attorney Services dated July 8, 2011; and
2. The parties desire to renew the contract for an additional one year term.

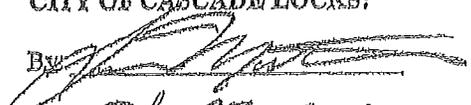
NOW, THEREFORE, BASED ON THE MUTUAL PROMISES OF THE PARTIES,  
THE PARTIES AGREE AS FOLLOWS:

1. The renewal term of this Contract is for one (1) year. Unless this Contract is terminated in accordance with its terms or extended, this contract ends on June 30, 2013.
2. All other terms and conditions of the Contract remain in full force and effect.

IT IS SO AGREED by the Parties hereto as indicated by the signatures of their authorized representatives:

**CITY OF CASCADE LOCKS:**

**CONTRACTOR:**

By: 

By: 

Date: July 23 2012

Date: 7.30.12

Exhibit B

- Monthly retainer of \$1200 to cover all regular legal services described in the Scope of Work up to 15 hours per month except as provided below.
  - Retainer includes travel expenses
  - Retainer includes attending all meetings
- Hourly rates (Sosnkowski \$140/hr; Cleaveland \$105/hr) would apply to non-regular services, which would include:
  - Litigation, including appeals of City decisions to Circuit Court and LUBA
  - Complex labor negotiations
  - Other matters designated by the City Administrator and City Attorney as non-regular legal services
  - Regular services provided in excess of 15 hours per month
- Out of pocket costs are billed separately and are limited to:
  - Postage and mailing.
  - Copying costs.
  - Filing fees.
  - Mileage and lodging for travel beyond Cascade Locks (always subject to prior approval).

**CITY OF CASCADE LOCKS  
PERSONAL SERVICES CONTRACT  
(City Attorney Services)**

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

Sosnkowski & Cleaveland P.C. ("Contractor")  
P.O. Box 1698  
Hood River, OR 97031  
(541) 490-3199

**RECITALS**

Contractor is being engaged to provide legal services as set forth in the attached Exhibit "A." This Contract is entered into pursuant to Cascade Locks Municipal Code.

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

**1. Statement of Work.** Contractor shall provide the services set forth in Exhibit A (the "Work"). Contractor shall perform the Work under the supervision of the City Administrator and in accordance with the terms and conditions of this Contract.

**2. All Costs by Contractor:** Contractor shall, at its own risk and expense, perform the Work described above and, except as provided in this Contract, furnish all labor, equipment and materials required for the proper performance of the Work.

**3. Qualified to Provide Work:** Contractor has represented, and by entering into this Contract now represents, that Contractor is fully qualified to perform the service to which he will be assigned in a skilled and workmanlike manner. Contractor shall provide the services using attorneys who are in good standing and members of the Oregon State Bar Association.

**4. Contract Term; Renewal and Extension:**

**a.** This Contract becomes effective on July 1, 2011. The term of this Contract is for one (1) year. Unless this Contract is terminated in accordance with its terms or extended, this contract ends on June 30, 2012. Contract termination does not extinguish or prejudice City's right to enforce this Contract with respect to any default by Contractor that has not been cured.

**b.** This Contract may be renewed automatically for up to two (2) additional one (1) year terms by mutual written consent of the parties, which consent shall specify the renewal period. This Contract may be extended for any defined period by mutual written consent of the parties, which consent shall specify the extension period.

c. Upon renewal or extension, all terms and conditions of this Contract shall continue to apply, except that the term shall be extended in accordance with the renewal or extension and except to the extent the renewal or extension provide otherwise.

#### **5. Compensation:**

a. Contractor shall be paid a monthly retainer in the amount of \$1,200, payable in advance by the 15<sup>th</sup> of each month. The retainer shall cover the provision of up to 15 hours of services. For services provided in excess of 15 hours each month, Contractor shall be paid for the Work at the rate of \$140.00 per hour for legal services rendered by Alexandra Sosnkowski and \$105.00 per hour for legal services rendered by Ruben Cleaveland. The retainer and hourly rates cover Contractor's expenses as specified in Exhibit B and City shall reimburse Contractor for those expenses incurred by Contractor in providing the services and not described in Exhibit B as covered expenses.

b. Contractor shall submit monthly invoices to the City for Work performed. The invoices shall describe all Work performed and shall itemize and explain all expenses that this Contract requires City to pay and for which Contractor claims reimbursement. The description of all Work performed shall be in sufficient detail to show the amount of time spent and services provided during each month preceding submission of the invoice.

~~c.~~ City shall pay Contractor within 30 days of receipt of Contractor's invoice.

**6. Indemnification and Insurance:** CONTRACTOR SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEYS FEES, RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTIVITIES OF CONTRACTOR OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS CONTRACT. Contractor shall not be held responsible for any claims, suite, actions, losses, damages, liabilities, costs and expenses directly, solely, and proximately caused by the negligence of City. Contractor shall maintain professional liability insurance during the term of this Contract.

**7. Termination:** This Contract may be terminated by either party by giving 30 days written notice to the other party.

#### **8. Independent Contractor Status:**

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" or "employee" 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.

**9. Assignment and Subcontracts:** Contractor shall not assign this Contract or subcontract any portion of the work without the written consent of City, which consent may be withheld in the City's sole discretion. Any attempted assignment or subcontract without written consent of City shall be void. Contractor shall be fully responsible for the acts or omissions of any assigns or subcontractors and of all persons employed by them, and the approval by City of any assignment or subcontract shall not create any Contractual relation between the assignee or subcontractor and City.

**10. Governing Law; Venue; Consent to Jurisdiction.** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, action, suit or proceeding 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 Columbia County for the State of Oregon or, if the claim, action, suit or proceeding 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.

**11. Merger Clause; Waiver.** This Contract and attached exhibits, if any, constitute the entire agreement between the parties on the subject matter hereof. To the extent the terms of this Contract conflicts with the attached exhibits, the terms of this document control. 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 approvals have been obtained.

**12. Amendments.** No amendment to this Contract is effective unless it is in writing signed by the parties.

**13. Confidentiality.** Contractor will have access to certain information that is confidential and proprietary to the City (the "Confidential Information"). Contractor agrees that the Confidential Information is to be considered confidential and proprietary to the City and Contractor shall hold the same in confidence and shall not use the Confidential Information other than for the purposes of performing the Work under this Agreement. Contractor shall not disclose, publish or otherwise reveal any of the Confidential Information received from the City to any other party whatsoever except with the specific prior written authorization of the City. The obligations with respect to Confidential Information shall survive termination of this Agreement.

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

CITY

*Mayor*  
*7-8-2011*  
*St. John*

*A. S.* 7.8.11  
\_\_\_\_\_  
Alexandra Sosnkowski, President      date

\_\_\_\_\_  
Richard Carson, City Administrator      date

## Exhibit A

### Scope of Work

1. Provides legal advice, counsel, services, training, consultation, and opinions to the City Administrator, City Council, commissions/committees, and all levels of the City government, on a wide variety of civil assignments, including but not limited to land use planning, laws against discrimination, construction of public works, purchasing and procurement, leasing, purchase and sale of property, employment legal matters, public disclosure issues, open records law, and tort law. The City Attorney's advice includes methods to avoid civil litigation.
2. Furnishes legal representation at all City Council business meetings, and at other meetings as needed.
3. Appears before courts and administrative agencies to represent the City's interests.
4. Prepares/reviews ordinances and resolutions, contracts and other documents for legal correctness and acceptability.
5. Serves as the municipal prosecutor on an as needed basis.
6. Coordinates with other special counsel, as needed, to assure proper management of legal issues, and proper coordination and transition of legal issues among special counsel.
7. Assists City officials and employees to maintain awareness of ethical standards and appearance of fairness standards, and to avoid potential conflicts of interest, prohibited transactions and the appearance of prohibited transactions.
8. Assists City officials and employees to understand the legal roles and duties of their respective offices and interrelationships with others.
9. Provides the Mayor and City Council with guidance as to the City's Adopted Council Procedures and related procedural matters relating to Council meetings.
10. Prepares legal opinions at the request of the City or the Council.
11. Provides the City Administrator, Mayor and City Council, and administration advice and a legal perspective on various governmental issues.
12. Performs other legal services and tasks, as assigned by the City Administrator.

### Specifications

1. The appointed City Attorney attends City Council business meetings on an as needed basis. These are scheduled for the second and fourth Monday night of every month, from 7:00 p.m. until close, which could typically be from 10:00 p.m. to midnight.
2. The City Attorney is a key member of the City Risk Management Team. The same individual should consistently attend conferences and training regarding risk management; although the City does not have a preference whether this person is the City Attorney or an assisting attorney.
3. The City Attorney attends staff led meetings as requested/needed. Ideally, this would be the designated City Attorney, who is a key member of the City Management Team.
4. The City Attorney's services must be readily available by phone, cell phone, fax and e-mail.
5. Timeliness of response and accessibility to the City Attorney is an important aspect of the service. Accessibility and responsiveness for the proposed designated City Attorney is of greatest importance, although these elements will also be considered in relation to assistant attorney(s) as well.

6. Accessibility includes the ability to be generally available to attend meetings in person on short notice and the ability to be reached promptly by telephone. The City does not offer space for offices in a City location. The City may be able to assist in certain ways to promote efficient coordination among offices, such as mail delivery services or copy services; these details will be managed following award.

AGENDA ITEM NO:

3f

## CASCADE LOCKS STAFF REPORT

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Date Prepared: June 17, 2014

For City Council Meeting on: June 23, 2014

TO: Honorable Mayor and City Council

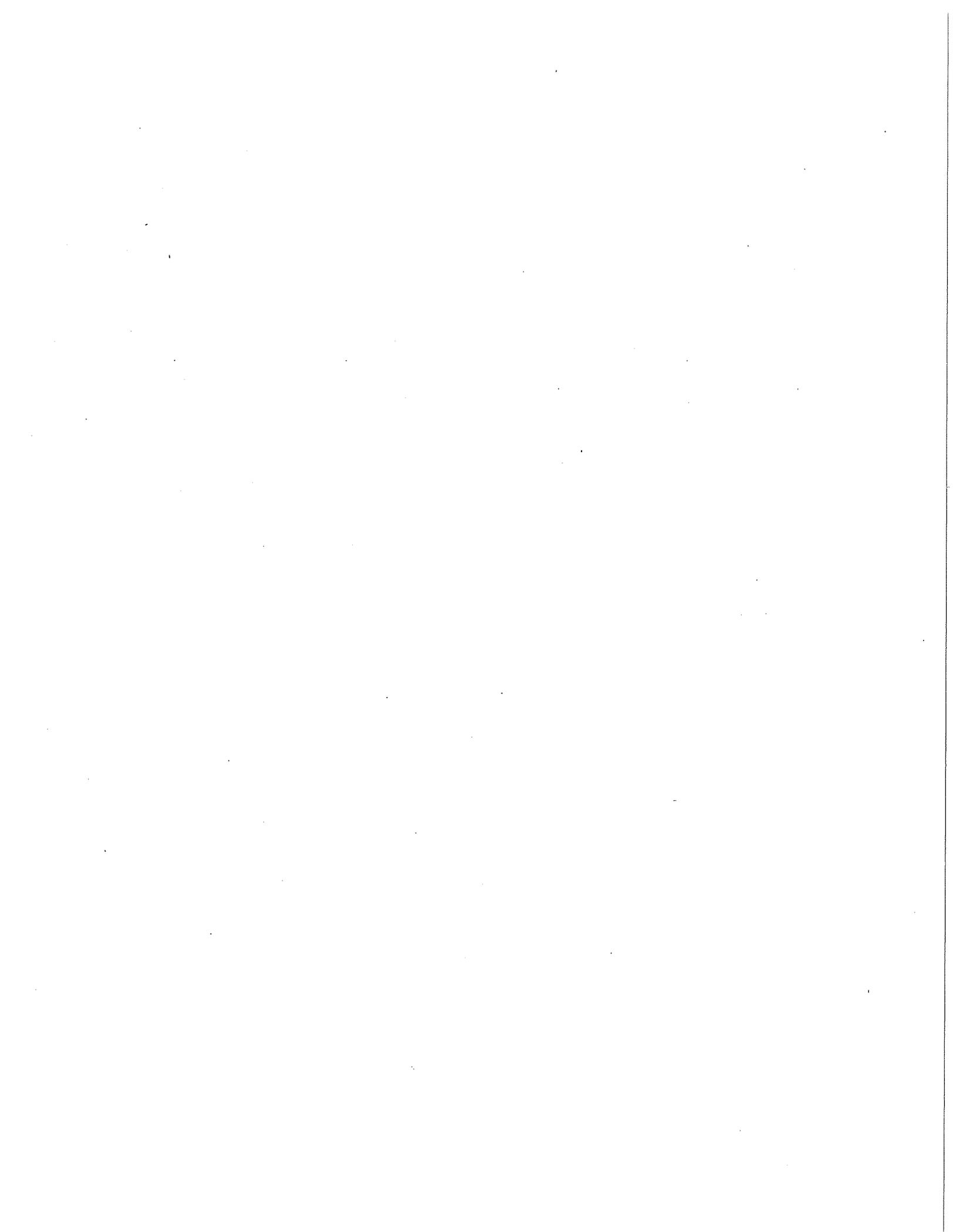
PREPARED BY: Gordon Zimmerman, City Administrator

SUBJECT: Approve Contract with Parc Resources for Contract Planner Services

**SYNOPSIS:** This is a renewal of the contract with Stan Foster to provide planning services for the City of Cascade Locks. There are no changes from last year's proposal. This is in line with the Council's goal to strengthen planning resources.

**CITY COUNCIL OPTIONS:** Accept, modify, or reject the proposal.

**RECOMMENDED MOTION:** "I move to approve the contract with Parc Resources for Planning Services."



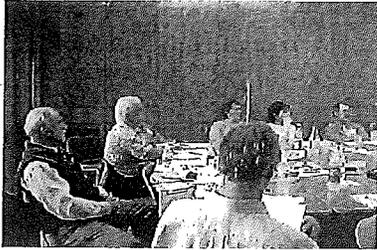
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PARC offers the following plan and pathway for completing the necessary planning work desired by the City of Cascade Locks.

### LAND USE PLANNING PROPOSAL

*PARC Resources proposes to provide contract planning services for the City of Cascade Locks. In most cases, a Type I application can be handled locally by city staff and via phone with our support. If the City wishes PARC to review these actions or requests, the typical cost would be \$100-\$200. For Type II applications, the city staff may wish to handle these locally, but if they wish to direct this work to PARC, the typical costs would be \$250-\$500. For Type III applications, PARC would handle these requests, consult with applicant over the phone and in person, if necessary, prepare the staff report, present the report to the planning commission and complete the Summary of Findings and conclusions based on the Commission's decision, the typical cost is \$1,800 to \$2,500. For Type IV land use actions, this is very time consuming and would involve the greatest amount of work to ensure that all steps are followed correctly and to make sure that the city's actions are consistent with state law and that local decisions are defensible should the decision be appealed to LUBA. A typical Type IV applications would typically cost between \$3,000-\$4,500, depending upon the complexity of the specific request. Our hourly rate for professional land use consulting services is \$99 an hour, but we generally do not charge for answering questions from city staff and applicants, only if it requires significant research and if it takes a significant amount of time. PARC Resources would charge mileage for "required" meetings such as the Planning Commission and/or City Council, but work to combine trips so that the City is only paying for its fair share of travel. We would work with the City to minimize travel costs by coordinating our schedule to coincide with regular meetings.*

*As the City Planners, we recommend that the City pass all our costs plus the mailing notifications expenses to the applicant. This seems to work well and as far as I know there has not be an objection to any of our charges. Our approach is to ensure that the public has good timely information and that if there is no possibility of getting what they want through the land-use process we will advise them of appropriate approaches to their project without charging for this time. While we tend to spend a few hours on an occasional basis with citizens, this has not been a problem and has resulted in them saving time and money.*



Public Affairs Research Consultants

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**Statement of Availability**

PARC continues to bid on projects throughout the Northwest, but upon being awarded a contract, we assign the proposed specific team to provide continuity and reliability of service throughout the contract period. We believe that only the quality of our work will provide for meeting our mission statement "*to remain a successful business through service and satisfied customers.*"

PARC, by submitting this proposal, certifies that we have the resources and capacity to meet all the objectives of this project. Should we be selected to proceed, we are prepared to meet with the City of Cascade Locks, Oregon to finalize the contract and commence work on this project.

By affixing my signature below, I attest that I have the authority to commit PARC to complete the proposed project described herein. This proposal is good for sixty (60) days from the date of my signature.

June 17, 2014

\_\_\_\_\_  
Stan Foster  
President

Date



AGENDA ITEM NO:

3g

## **CASCADE LOCKS STAFF REPORT**

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**Date Prepared: June 16, 2014**

**For City Council Meeting on: June 23, 2014**

**TO: Honorable Mayor and City Council**

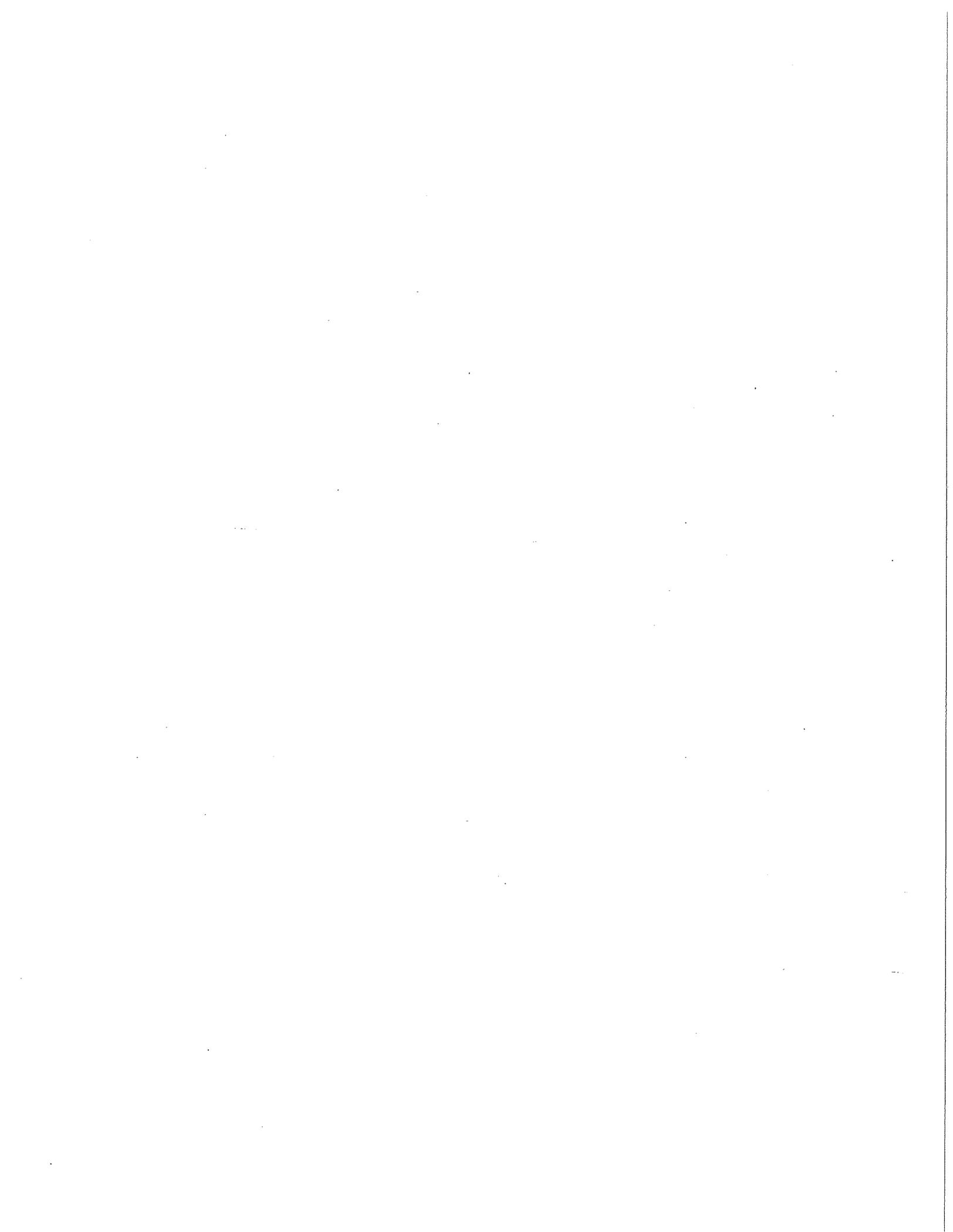
**PREPARED BY: Gordon Zimmerman, City Administrator**

**SUBJECT: Approve IGA Between the City and Hood River County Library District**

**SYNOPSIS:** As you know, the County Library District rents a room in City Hall as a library for the residents of Cascade Locks. This agreement is an extension of the current agreement. The Library is planning to move into the Cascade Locks Community Center located in the School. When that occurs, the Library would terminate the agreement and pay a prorated rent.

**CITY COUNCIL OPTIONS:** Approve, modify, or reject the IGA with the Hood River County Library District.

**RECOMMENDED MOTION:** "I move to approve the IGA between the City of Cascade Locks and the Hood River County Library District for the rental of City Hall space for the fiscal year 2014-2015."



**Intergovernmental Agreement**  
 between the  
**City of Cascade Locks, Oregon**  
 and the  
**Hood River County Library District (HRCLD)**  
 regarding space for the  
**Cascade Locks Branch of the Hood River County Library District**

This Agreement is entered into this 23rd day of June, by and between the City of Cascade Locks of Hood River County, Oregon, and the Hood River County Library District of Hood River County, Oregon. The EFFECTIVE DATE of this Agreement is July 1, 2014.

**RECITALS**

- A. ORS 190.010 permits units of local government to enter into intergovernmental agreement for the performance of any or all functions that a party to the agreement has authority to perform; and
- B. ORS 357.410(3) permits units of local government to provide jointly a public library or public library services or share in the use of facilities, under such terms and conditions as may be agreed upon.
- C. The City of Cascade Locks in Hood River County, OR agrees to continue to provide the current space occupied by the Cascade Locks Library Branch in the Cascade Locks City Hall, 140 SE Wa-Na-Pa St., Cascade Locks, OR, 97014, to the Hood River County Library District for branch library services in Cascade Locks. The Hood River County Library District agrees to continue branch library services to the City of Cascade Locks, OR, in the space provided except as provided in (D) below.
- D. The Hood River County Library District is currently in conversations with the Hood River County School District to move the Cascade Locks Library Branch to the Cascade Locks School, as part of Cascade Locks Community School Concept, as approved by Cascade Locks Downtown Revitalization Steering Committee on March 29, 2012, and attached in Appendix A. Should this move occur, the Cascade Locks Branch Library could move out of the space at 140 SE Wa-Na-Pa St, prior to expiration of this Agreement.

**THEREFORE, IT IS AGREED: No. 1 HRCLD voluntary addition, changes to nos. 4, & 5 per CL request.**

- A. The Hood River County Library District will:
  1. pay an annual rent of \$1,600 to the City of Cascade Locks for the Cascade Branch Library space in the City Hall. The rent will be due on January 1, 2015. Should the Cascade Locks Branch Library be moved as provided in Recital D above, the Library District shall pay a rent prorated based on the number of months in the year the space was occupied.
  2. provide adult and children's library branch services in the space described in Recital C above.
  3. provide staff for library operations.
  4. provide at least 15 hours/week of open time.
  5. maintain equipment relating to library operations – computers, printers and the items comprising the library collection housed in the Cascade Locks Branch Library.
- B. The City of Cascade Locks will:
  1. provide the space currently occupied by the Cascade Locks Library Branch in the City Hall of Cascade Locks to the Hood River County Library District for continued use as the Cascade Locks Branch Library, except as provided in Recital D.
  2. provide utilities, phone and Internet service required to operate the Cascade Locks Branch Library while it occupies the space at 140 Wa-Na-Pa St.
  3. provide janitorial and maintenance services for the Cascade Locks Branch Library while it occupies the space at 140 Wa-Na-Pa St.

## REVENUE

- A. The Hood River County Assessor's Office estimates that the property tax revenue that will be paid to the Hood River Library District by the property owners of the City of Cascade Locks in November, 2014 will be \$30,534.
- B. All fees, fines and charges, collected by the Hood River County Library District, shall be the property of the Hood River County Library District. [ORS 190.020(1)(b)].

## REAL OR PERSONAL PROPERTY

- A. There shall be no transfer of title or possession to any real or personal property pursuant to this Agreement at the time this Agreement is entered into by the City of Cascade Locks and the Hood River County Library District:
- B. The City of Cascade Locks is the owner of the Cascade Locks Branch Library space in the City Hall of Cascade Locks.
- C. The Hood River County Library District is the owner of all the computers, printers and the library collection materials in the branch library space, including but not limited to books, AV, furniture, shelves and other library equipment.

## DURATION [ORS 190.020(1)(E)]

The term of this Agreement shall begin on July 1, 2014, and after approval and execution by both parties, and shall expire on June 30, 2015.

The Hood River County Library District approves of the terms of the Memorandum of Understanding that was agreed to and approved by the City of Cascade Locks and Hood River County on December 20, 2009. This includes the section that states, "If the City adopts the resolution consenting to formation of the proposed library district, and the district decided to close the Cascade Locks branch at some future date, Cascade Locks could be withdrawn from the district pursuant to ORS 198.870 and would thereafter be free from assessments and taxes levied by the district." A copy of this Memorandum of Understanding is attached hereto as Appendix B and incorporated herein by this reference.

## TERMINATION

- A. TERMINATION By Mutual Consent: This Agreement may be terminated by any time by mutual consent of both parties.
- B. TERMINATION for Default or Breach: Either District or City may terminate this contract in the event of a breach of the contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days as the party giving the notice may authorize or require, then the contract may be terminated at any time thereafter by a written notice of termination by the party giving notice. The rights and remedies of the parties provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this contract. Moving of the Cascade Locks Branch Library as provided in Recital D shall not be considered a breach of contract.

## AMENDMENTS

This agreement may be amended only by an instrument in writing executed by both parties, which writing must refer to this instrument.

## INDEMNIFICATION

Hood River County Library District agrees to defend, hold harmless and indemnify City of Cascade Locks from any and all liability, damages, costs, expenses, and attorney fees arising out of the negligent act or omission of any officer, employee, board member, or agent of the District while acting within the scope of their duties and authority as provided under the Oregon Tort Claims Act, ORS 30.260 to 30.300 for

activities arising out of this contract.

The City of Cascade Locks agrees to defend, hold harmless and indemnify Hood River County Library District from any and all liability, damages, costs, expenses, and attorney fees arising out of the negligent act or omission of any officer, employee, board member, or agent of the City while acting within the scope of their duties and authority as provided under the Oregon Tort Claims Act, ORS 30.260 to 30.300 for activities arising out of this contract.

**MEDIATION**

The Parties agree that, before resorting to any formal dispute resolution process concerning any dispute arising from or in any way relating to this Agreement (a "Dispute"), they will first attempt to engage in good faith negotiations in an effort to find a solution that serves their respective and mutual interests, including their continuing business/professional relationship. Party-principals agree to participate directly in the negotiations. Unless otherwise agreed in writing, the Parties shall have five (5) business days from the date the questioning party gives Notice (defined below) of the particular issue to begin these negotiations and 15 business days from the Notice date to complete these negotiations concerning the Dispute.

If the negotiations do not take place within the time provided above, or if the negotiations do not conclude with a mutually agreed upon solution within that time frame (or its agreed upon extension), the Parties agree to mediate any Dispute. If the Parties cannot agree upon a mediator, each shall select one name from a list of mediators maintained by any bona fide dispute resolution provider or other private mediator; the two selected shall then choose a third person who will serve as mediator. The Parties agree to have the principals participate in the mediation process, including being present throughout the mediation session(s). The Parties shall have 45 days within which to commence the first mediation session following the conclusion of their good faith negotiations or expiration of the time within which to negotiate (as stated above). The Parties agree that any mediated settlement agreement may be converted to an arbitration award or judgment (or both) and enforced according to the governing rules of Oregon civil procedure. The Parties further confirm their motivating purpose in selecting mediation is to find a solution that serves their respective and mutual interests, including their continuing business/professional relationship.

City of Cascade Locks, Oregon

Hood River County Library District

\_\_\_\_\_  
Tom Cramblett  
Mayor of Cascade Locks

\_\_\_\_\_  
Sara Snyder  
Board President, Hood River County Library District

Date: \_\_\_\_\_, 2014

Date: \_\_\_\_\_, 2014

\_\_\_\_\_  
Attest: \_\_\_\_\_

\_\_\_\_\_  
Attest: \_\_\_\_\_

## Appendix A

City of Cascade Locks  
Downtown Steering Committee  
Magnet School Concept  
3/20/12

### The Cascade Locks Community School Concept

(Approved March 29, 2012 by the DRSC)

**Purpose:** To make greater use of local school facilities to educate citizens of all ages, to meet job training needs and to take advantage of all resources available to the community while enhancing the quality of life in the community for citizens of all ages. **Initial focus will be on children and families.**

1. Get the Downtown Revitalization Steering Committee to include the school and education in the community VISION process and statement.
2. Under the umbrella of the Downtown Revitalization Steering Committee, create a "Community School" concept.
3. Create a "Sub-Committee" of the Steering Committee to take the lead to create a plan and program to make more positive use of the school resources.
4. Bring MHCC, CGCC, CGRA (sailing), the SBDC's, environmental groups, the Hood River County School District Community Education Program, Hood River County Health Department, Commission on Children and Families, Boys and Girls Club, FFA, 4H, Scouts, Work Source Oregon (employment service), Hood River County United Way, County Library District, City Recreation Program, SMART and other resources into a sub-committee effort to design the program and services.
5. Meet with all the resources and design the action plan.
6. Bring a proposal back to the Steering Committee for action.
7. Publicize and promote the services and programs throughout the community.

**How We Will Measure Success:** 1. The school will better utilized.  
2. Programs and services will be provided for citizens of all ages. 3. School use will enhance downtown revitalization. 4. The community will have a written plan for the school and grounds.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) dated December 20, 2009 is by and between HOOD RIVER COUNTY, a home rule county and political subdivision of the State of Oregon (the "County") and the City of Cascade Locks, a municipal corporation of the State of Oregon (the "City") for the purpose of setting forth the parties' understanding of their respective rights and obligations pursuant to the provisions of ORS 198.870 relating to withdrawal of territory from a district. County and City are referred to herein as the **Parties**.

RECITALS:

- A. The County intends to form a county-wide library district pursuant to ORS Chapter 198 and ORS Chapter 357, whose boundaries would include the cities of Hood River and Cascade Locks;
- B. ORS 198.835 provides that if any part of the territory subject to formation of a district is within a city, the order initiating formation of the district shall be accompanied by a certified copy of a resolution of the governing body of the city approving the order;
- C. The County has requested such a resolution from the City, recognizing that the City's consent is required for inclusion in the proposed library district;
- D. The City has expressed reservation that its citizens would be subject to assessments and taxes levied by the district without any guarantee that it would continue to receive library services from the district at its local branch;

- E. The County understands the City's concerns regarding the future of its library services and has therefore offered to enter into this MOU to acknowledge the City's right to withdraw from the district in the event the City no longer received library services from the district.

NOW THEREFORE, THE PARTIES ACKNOWLEDGE AND AGREE AS FOLLOWS:

1. If the City adopts the resolution consenting to formation of the proposed library district, and the district decided to close the Cascade Locks branch at some future date, Cascade Locks could be withdrawn from the district pursuant to ORS 198.870 and would thereafter be free from assessments and taxes levied by the district.
2. Pursuant to the requirements set forth in ORS 198.755(3), a petition for withdrawal must be signed by not less than 15 percent of the electors, or 100 electors, whichever is the lesser, registered within the district, or in the alternative, 15 owners of land or the owners of 10 percent of the acreage, whichever is the greater number of signers, within the district. The petition would be filed with the County board.
3. Pursuant to the criteria set forth in ORS 198.870(4), the County must approve the petition "[i]f it has not been, or is not or would not be, feasible for the territory described in the petition to receive services from the district."
4. The County recognizes that closure of the library branch in Cascade Locks would satisfy these criteria.
5. The City recognizes that an election on a withdrawal petition may or may not be required pursuant to the provisions of ORS 198.875.
6. The Parties recognize that if withdrawn, the City's electors would thereafter be free from assessments and taxes levied by the district pursuant to the provisions of ORS 198.880

and ORS 198.882.

7. The County further agrees to consult with the City should a dispute over allocation of resources or level of service at the Cascade Locks branch arise between the City and the district.

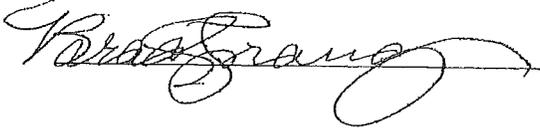
8. This MOU constitutes a statement of the current intent of the Parties, who acknowledge that it does not create a binding agreement and may not be relied upon as a basis for a contract by estoppel or serve as a basis for a claim based on detrimental reliance or any other theory.

9. Either party may terminate this MOU in writing stating the reasons for such termination.

10. This MOU shall be effective as of the date and year written above.

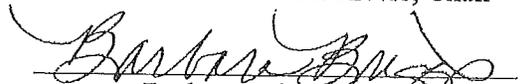
AGREED AND APPROVED:

**City of Cascade Locks**



**Hood River County**

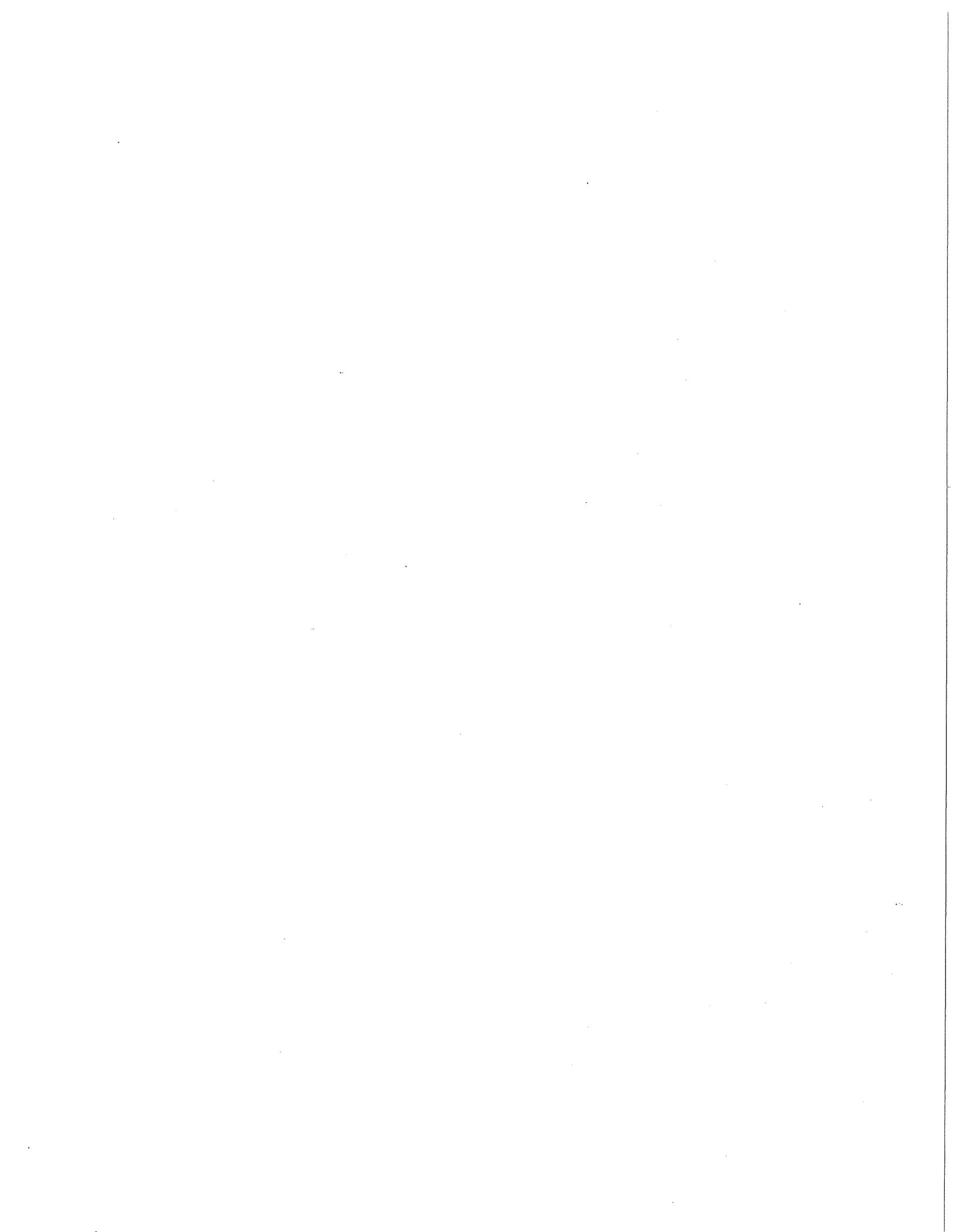
\_\_\_\_\_  
Ron Rivers, Chair

  
\_\_\_\_\_  
Barbara Briggs, Commissioner

  
\_\_\_\_\_  
Maui Meyer, Commissioner

  
\_\_\_\_\_  
Chuck Thomsen, Commissioner

  
\_\_\_\_\_  
Les Perkins, Commissioner



AGENDA ITEM NO: 3h

## **CASCADE LOCKS STAFF REPORT**

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**Date Prepared: June 13, 2014**

**For City Council Meeting on: June 23, 2014**

**TO: Honorable Mayor and City Council**

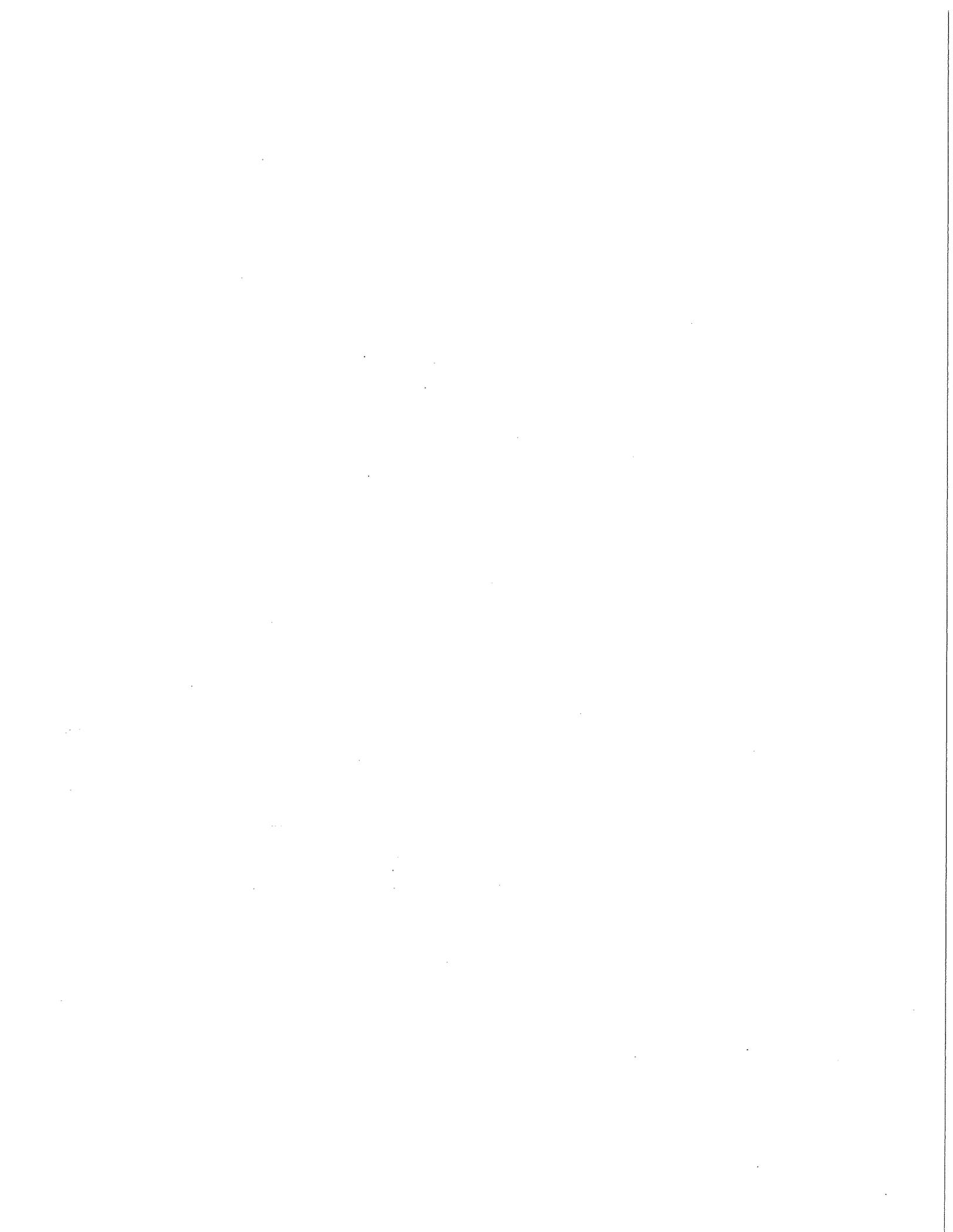
**PREPARED BY: Gordon Zimmerman, City Administrator**

**SUBJECT: Cascade Locks Ale House Temporary Oregon Liquor License**

**SYNOPSIS:** The Cascade Locks Ale House will be providing their services during Sternwheeler Days at the end of June. Because they needed the approval in short order, I sent an email (attached) to the City Council on June 13, 2014. I called each Council member during the afternoon and received verbal approval to sign the OLCC form. This agenda item simply affirms that decision.

**CITY COUNCIL OPTIONS:** Approve or reject the temporary OLCC license.

**RECOMMENDED MOTION:** "I move to approve the temporary liquor license for the Cascade Locks Ale House for the serving of alcohol during Sternwheeler Days June 26-29."





# APPLICATION FOR TEMPORARY USE OF AN ANNUAL LICENSE

● **FULL ON-PREMISES SALES LICENSE TEMPORARY USE APPLICATION**

Allows an Oregon Full On-Premises Sales Licensee to sell wine, cider, malt beverages, and distilled spirits for drinking on the special event licensed premises. There is no license fee.

● **LIMITED ON-PREMISES SALES LICENSE TEMPORARY USE APPLICATION**

Allows an Oregon Limited On-Premises Sales Licensee to sell wine, cider, and malt beverages for drinking on the special event licensed premises. There is no license fee.

**Process Time:** OLCC needs your completed application to us in sufficient time to approve it. Sufficient time is typically 1 to 3 weeks before the first event date listed in #10 below (some events may need extra processing time).

**License Days:** In #10 below, you may apply for a maximum of seven license days per application form. A license day is from 7:00 am to 2:30 am on the succeeding calendar day.

1. My annual license is a:  FULL ON-PREMISES  LIMITED ON-PREMISES

2. Licensee Name (please print): USAJ's LLC 3. E-Mail: \_\_\_\_\_

4. Trade Name of Business: Cascade Locks Ale House 5. Fax: \_\_\_\_\_

6. Street Address of Annual Business: 500 WaNaPa St 7. City/ZIP: Cascade Locks 97014

8. Contact Person: Shelley M. James 9. Contact Phone: \_\_\_\_\_

10. Date(s) of event (no more than **seven** days): June 26 27 28 & 29

11. Start/End hours of alcohol service: 11  AM  PM to 11  AM  PM

**LICENSED AREA BOUNDARIES:** ORS 471.159 prohibits the OLCC from licensing an area that does not have defined boundaries. OLCC may require the licensed area to be enclosed and may require you to submit a drawing showing the licensed area and how the boundaries of the licensed area will be identified.

12. Address of Special Event Licensed Area: 355 WaNaPa St Cascade Locks  
(Street) (City)

13. Identify the licensed area (for example: entire premises; a room within the premises; an area in a park; etc.):  
a gated Area Next to the pavilion

14. List the primary activities within the licensed area (like: dinner; auction; beer festival; wine festival; food fair; art show; music; patron dancing; sports event; etc.). FOOD @ BEER WINE & CIDER

15. Will minors and alcohol be allowed together in the same area?  Yes  No

16. What is the expected attendance per day in the licensed area (where alcohol will be sold or consumed)? 250

**PLAN TO MANAGE THE SPECIAL EVENT LICENSED AREA:** If your answer to #16 is 501 or more, in addition to your answers to questions 17, 18, and 19, you will need to complete the OLCC's Plan to Manage Special Events form, unless the OLCC exempts you from this requirement.

17. Describe your plan to prevent problems and violations.

18. Describe your plan to prevent minors from gaining access to alcoholic beverages and from gaining access to any portion of the licensed premises prohibited to minors.

19. Describe your plan to manage alcohol consumption by adults.

**MANAGER AND SERVICE PERMITS:** You must name a manager or managers who will be at the special event.

20. List person(s) on duty and in the licensed area managing alcohol service: Shelley James &/or Suzanne Baker

21. List the service permit number of each person managing alcohol service: \_\_\_\_\_

**LIQUOR LIABILITY INSURANCE:** If the licensed area is open to the public and expected attendance is 301 or more per day in the licensed area, you must have at least \$300,000 of liquor liability insurance coverage (ORS 471.168).

22. Insurance Company: FARMERS INSURANCE 23. Policy #: \_\_\_\_\_ 24. Expiration Date: \_\_\_\_\_

25. Name of insurance agent: RICHE VALDEZ 26. Agent's phone number: \_\_\_\_\_

**FOOD SERVICE:** See the attached sheet for an explanation of this requirement.

27. If you will **NOT** provide distilled spirits, name at least two different substantial food items that you will provide:

① HAMBURGERS ② FISH

28. If you are a Full On-Premises Sales Licensee and will provide distilled spirits, name at least five different substantial food items that you will provide:

① \_\_\_\_\_ ② \_\_\_\_\_ ③ \_\_\_\_\_ ④ \_\_\_\_\_ ⑤ \_\_\_\_\_

**GOVERNMENT RECOMMENDATION:** You must obtain a recommendation from the local city or county named in #29 below before submitting this application to the OLCC.

29. Name the city if the event address is within a city's limits or name the county if the event address is outside the city's limits: CASCADE LOCKS

I affirm that I am authorized to sign this application on behalf of the applicant.

30. Licensee Name (please print): Shelley M. James

31. LICENSEE SIGNATURE: [Signature] 32. Date: \_\_\_\_\_

<b>CITY OR COUNTY USE ONLY</b>	
The city/county named in #29 above recommends:	
<input checked="" type="checkbox"/> Grant <input type="checkbox"/> Acknowledge <input type="checkbox"/> Deny (attach written explanation of deny recommendation)	
City/County Signature: <u>[Signature]</u>	Date: <u>6/13/14</u>

**FORM TO OLCC:** This license is valid only when signed by an OLCC representative. Submit this form to the OLCC office regulating the county in which your special event will happen.

<b>OLCC USE ONLY</b>	
License is: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	
Restrictions: _____	
OLCC Signature: _____	Date: _____

## FOOD REQUIREMENTS FOR TEMPORARY USE OF AN ANNUAL LICENSE

### WHAT AMOUNT OF FOOD MUST I PROVIDE?

- **Two different food items:** A Full On-Premises Sales Licensee **NOT** providing distilled spirits at the event and a Limited On-Premises Sales Licensee must provide at all times and in all areas where alcohol service is available at least two different substantial food items.
- **Five different substantial food items:** A Full On-Premises Sales Licensee providing distilled spirits at the event must provide at all times and in all areas where alcohol service is available at least five different substantial food items.

### WHAT IS A SUBSTANTIAL FOOD ITEM?

This is a food item that is typically served as a main course or entrée. Some examples are fish, steak, chicken, pasta, pizza, and sandwiches. Side dishes, appetizer items, dessert items, and snack items such as popcorn, peanuts, chips and crackers do not qualify as substantial food items.

### WHAT DOES DIFFERENT MEAN?

*Different* means substantial food items that the OLCC determines differ in their primary ingredients or method of preparation. For example, a turkey sandwich differs from a salami sandwich, a beef burger differs from a turkey burger, and fried chicken differs from baked chicken. Different sizes of the same item are not considered different.

### IS THERE AN EXCEPTION TO PROVIDING THE TWO OR FIVE DIFFERENT SUBSTANTIAL FOOD ITEMS?

The OLCC must determine that the clearly dominant emphasis is food service at all times in the area where alcohol service is available in order for you to provide only one substantial food item if you are **not** providing distilled spirits or one to four different substantial food items if you are a Full On-Premises Sales Licensee providing distilled spirits. The OLCC will work with you to make this determination prior to approving your application.

### WHAT DOES IT MEAN TO PROVIDE FOOD SERVICE AT ALL TIMES AND IN ALL AREAS WHERE ALCOHOL SERVICE IS AVAILABLE?

Patrons must be able to obtain food service inside the special event licensed area. You may use either of the following two methods to provide food service:

- Within all areas where alcohol service is available, have the minimum required food items available for patrons at all times; or
- Within all areas where alcohol service is available, have a menu of the minimum required food items (plus any other items you may choose to include) available for patrons at all times and be able to provide the food items in the area if a patron chooses to order food. The food items could be kept at a location other than the area where the alcohol is served; however, you must be able to provide the food items to the patron in the area where alcohol service is available.

### IS PROVIDING TASTINGS OF ALCOHOL CONSIDERED PROVIDING ALCOHOL SERVICE?

Yes, providing tastings of alcohol is considered providing alcohol service; therefore, the food requirements must be met.

### CAN I USE FOOD PROVIDED BY A CONTRACTOR OR CONTRACTORS TO MEET THE FOOD REQUIREMENT?

Yes, the food service may be provided by someone other than you; however, even if food service is provided by a contractor, you are fully responsible for compliance with the food requirements. You may sell or serve alcohol only when food service that meets the requirement is provided to patrons at all times and in all areas where alcohol service is available.

### WHO CAN THE CONTRACT FOR THE FOOD SERVICE BE WITH?

The contract can be between:

- You (the OLCC licensee) and the food service contractor; or
- The organizer of the event and the food service contractor.

### DOES THE FOOD SERVICE CONTRACT NEED TO BE IN WRITING?

No, the food service contract does not need to be in writing; however, you may sell or serve alcohol only when food service that meets the requirement is provided to patrons at all times and in all areas where alcohol service is available.

## Gordon Zimmerman

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**From:** Gordon Zimmerman <gzimmerman@cascade-locks.or.us>  
**Sent:** Friday, June 13, 2014 9:43 AM  
**To:** Bobby Walker (bwalker@cascade-locks.or.us); Bruce Fitzpatrick (bfitzpatrick@cascade-locks.or.us); Deanna Busdieker (dbusdieker@cascade-locks.or.us); Glenda Groves (ggroves@cascade-locks.or.us); Jeff Helfrich (jhelfrich@cascade-locks.or.us); Richard Randall (rrandall@cascade-locks.or.us); Tom Cramblett (tcramblett@cascade-locks.or.us)  
**Cc:** Kathy Woosley (kwoosley@cascade-locks.or.us)  
**Subject:** OLCC Permit for Sternwheeler Days

Council:

I will be calling each of you this afternoon to ask this question: Are you in favor of a temporary liquor license for the Cascade Locks Ale House so they can be a vendor for Sternwheeler Days June 26-29?

Shelley James of the Cascade Locks Ale House brought in the request yesterday. They plan to provide a closed area next to the Pavilion in Marine Park as part of the Sternwheeler Days celebration. The temporary license needs to be approved before or next Council Meeting on June 23 to give them time to prepare for the event. As you know CLAH already had a liquor license for their establishment and therefore understand all the rules associated with said license. The Council did approve a similar license for them for the Historic Highway Celebration last year.

I will also bring this to council to reaffirm the decision made through this poll.

Thank you.

Gordon Zimmerman  
Cascade Locks City Administrator  
541-374-8484  
[gzimmerman@cascade-locks.or.us](mailto:gzimmerman@cascade-locks.or.us)

Cascade Locks is where the Bridge of the Gods spans the Heart of the Gorge; where mountain, wind, and water create the best sailing in the Northwest; and where the "CL" on the license plate stands for Cascade Locks, the second largest city in Hood River County!

The City of Cascade Locks is an equal opportunity employer and service provider.

**PUBLIC RECORDS DISCLOSURE:** This is a public document. This email is subject to the State Retention Schedule and may be made available to the public.

AGENDA ITEM NO: 5b

## CASCADE LOCKS STAFF REPORT

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**Date Prepared:** June 4, 2014

**For City Council Meeting on:** June 23, 2014

**TO:** Honorable Mayor and City Council

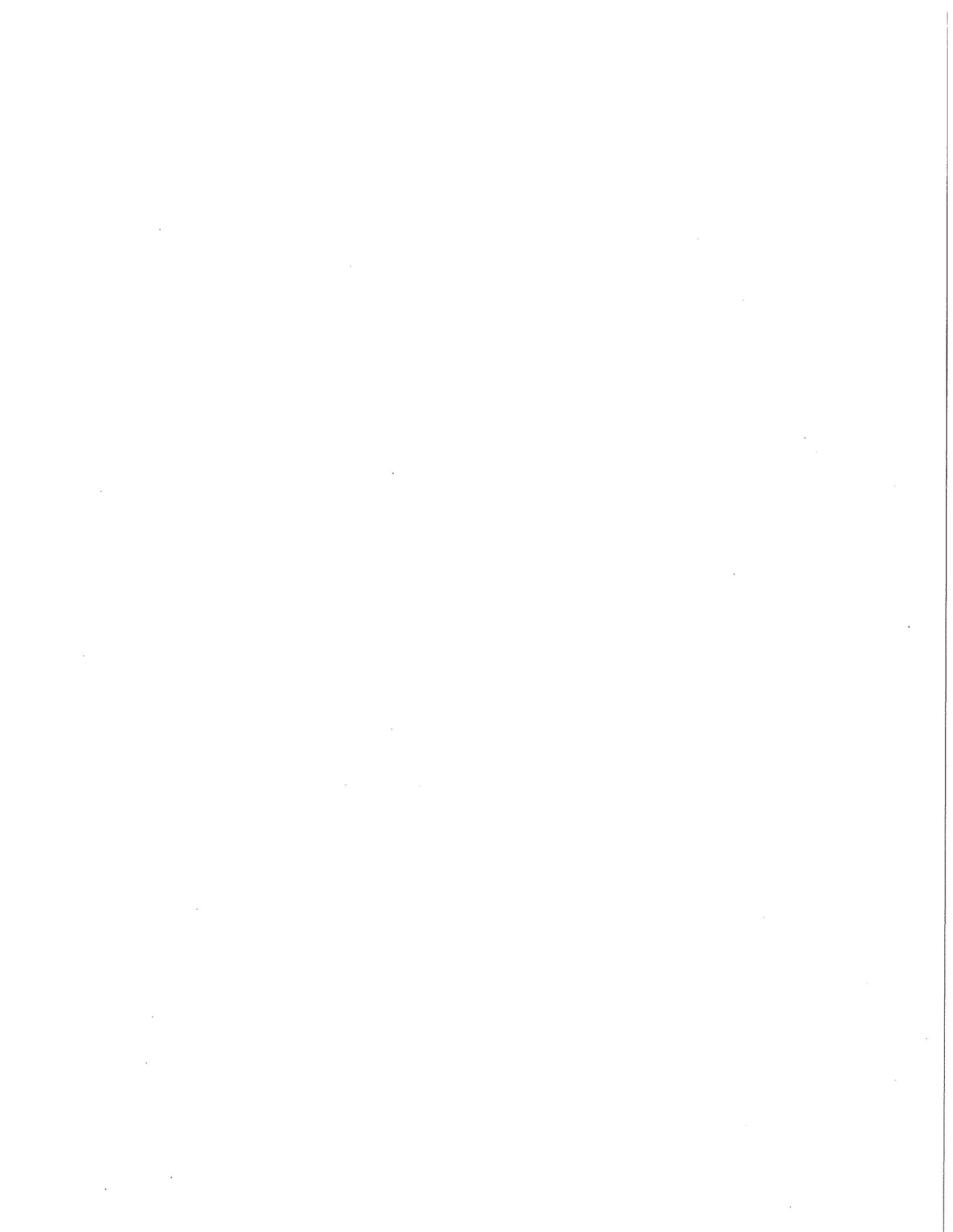
**PREPARED BY:** Gordon Zimmerman, City Administrator

**SUBJECT:** Approve Resolution No. 1305 Extending Workers' Compensation Coverage

**SYNOPSIS:** Each year CIS (City/County Insurance Service) needs a resolution that indicates who are volunteers are and what workers' compensation coverage we require for those volunteers. This resolution identifies those volunteers the City uses including the City Council and the amount of coverage required for those positions. This is a new format for this resolution provided to us by CIS.

**CITY COUNCIL OPTIONS:** Approve, modify, or reject Res. No. 1305.

**RECOMMENDED MOTION:** "I move to approve Resolution No. 1305 extending workers' compensation coverage to the City's volunteers."



**RESOLUTION NO. 1305**

**A RESOLUTION EXTENDING WORKERS' COMPENSATION COVERAGE TO VOLUNTEERS OF THE CITY OF CASCADE LOCKS', IN WHICH THE CITY OF CASCADE LOCKS' ELECTS THE FOLLOWING:**

Pursuant to ORS 656.031, Workers' Compensation Coverage will be provided to the classes of volunteer workers listed in this resolution, noted on CIS payroll schedule and verified at audit:

**1. Public Safety Volunteers.**

**Applicable X Non-applicable**

An assumed monthly wage of \$800 will be used for public safety volunteers in the following volunteer positions, Emergency medical personnel, Firefighter, Ambulance drivers.

**2. Volunteer boards, commissions and councils for the performance of administrative duties.**

**Applicable X Non-applicable**

An aggregate assumed annual wage of \$2,500 will be used per volunteer board, commission and/or council for the performance of administrative duties. The covered bodies are City Council, Budget Committee, Planning Commission, Economic Development Committee, Finance Committee, Tourism, and Architectural Review Committee.

**3. Manual labor by elected officials.**

**Applicable    Non-applicable X**

An assumed monthly wage of \$800 per month will be used for public officials for the performance of non-administrative duties other than those covered in paragraph 2 above.

**4. Non-public safety volunteers.**

**Applicable    Non-applicable X**

All non-public safety volunteers listed below will track their hours and Oregon minimum wage will serve as assumed wage for both premium and benefits calculations. CIS will assign the appropriate classification code according to the type of volunteer work being performed.

**5. Public Events**

**Applicable    Non-applicable X**

Volunteers at the following public events will be covered under workers' compensation coverage using verified hourly Oregon minimum wage as basis for premium and/or benefit calculation.

**6. Court-mandated community service workers/inmates.**

Pursuant to ORS 656.041, workers' compensation coverage will be provided to community service volunteers commuting their sentences by performing work authorized by City of Cascade Locks.

Oregon minimum wage tracked hourly will be used for both premium and benefit calculation, verifiable by providing a copy of the roster and/or sentencing agreement from the court.

**7. Other Volunteers.**

Volunteer exposures not addressed here will have workers' compensation coverage if, prior to the onset of the work provided that City of Cascade Locks:

- a. Provides at least two weeks' advance written notice to CIS underwriting requesting the coverage.
- b. CIS approves the coverage and date of coverage.
- c. CIS provides written confirmation of coverage.

City of Cascade Locks agrees to maintain verifiable rosters for all volunteers including volunteer name, date of service and hours of service and make them available at the time of a claim or audit to verify coverage.

**THE COMMON COUNCIL FOR THE CITY OF CASCADE LOCKS, HOOD RIVER COUNTY, OREGON, RESOLVES to provide for Workers' Compensation Insurance Coverage as indicated above. This resolution will be updated annually.**

Resolution No. 1270 is hereby repealed.

**ADOPTED** by the City Council this **23rd** day of June, 2014.

**APPROVED** by the Mayor this **23rd** day of June, 2014.

ATTEST:

\_\_\_\_\_  
Mayor

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

**STAFF REPORT**

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**Date Prepared:** 6/16/14

**For City Council Meeting on: 6/23/14**

**TO:** Honorable Mayor and City Council

**PREPARED BY:** Marianne Bump, Finance Officer

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

**SUBJECT:** Authorizing budget appropriations & expenditures from various funds for fiscal year ending June 30, 2014.

**SYNOPSIS:** During the adopted budget year certain funds may experience expenditures and revenues above approved category limits. Oregon Budget Law recognizes these events and allows for transferring of fund between approved category limits.

**CITY COUNCIL OPTIONS:**

1. Approve Resolution No. 1306 as presented.
2. Establish other direction for staff to proceed
3. Take no action

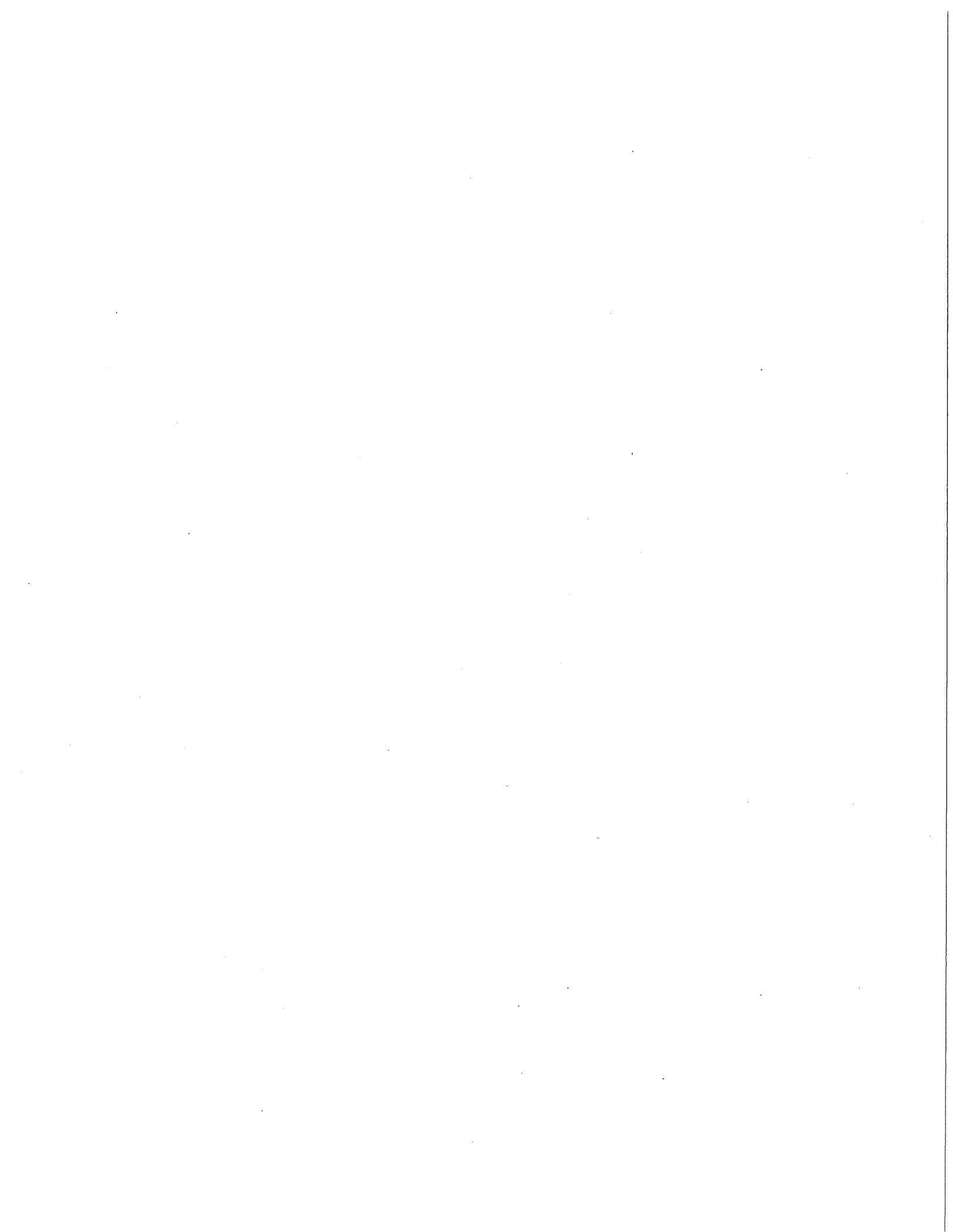
**RECOMMENDATION:** The City Council, by motion, approve Resolution No. 1306 authorizing the transfer of funds between categories of various funds, making appropriations and authorizing expenditures for the fiscal year ending June 30, 2014.

**Legal Review and Opinion:** N/A

**Financial review and status:** For various reasons funds and budget limits within various categories will/have exceed budgeted limits for the Fiscal Year ending June 30, 2014. The reallocation is necessary for Oregon Budget Law compliance.

**BACKGROUND INFORMATION:**

1. This is a reallocation of resources that can occur each year to correct the current budget before June 30, 2014.



**RESOLUTION No. 1306**

**A RESOLUTION AUTHORIZING TRANSFER OF FUNDS BETWEEN CATEGORIES AND RECOGNIZING ADDITIONAL REVENUE OF VARIOUS FUNDS, MAKING APPROPRIATIONS AND AUTHORIZING EXPENDITURES FOR THE FISCAL YEAR ENDING JUNE 30, 2014.**

**WHEREAS**, during the adopted budget year certain funds may experience expenditures above approved category limits; and

**WHEREAS**, Oregon Budget Law recognizes these events and allows for transferring of funds between approved category limits; and

**WHEREAS**, for various reasons the following funds and the budgeted limits within various categories have been exceeded in the Fiscal Year ending June 30, 2014; and

**WHEREAS**, some funds have experienced and increase in revenues over projected budgeted figures which has increased the Internal payment to the EMS fund; and

**WHEREAS**, the above reallocation of resources and requirements is necessary to correct the FY 2013-2014 Budget;

**NOW, THEREFORE , BE IT RESOLVED THAT THE FOLLOWING TRANSFERS OF FUNDS BETWEEN BUDGETED CATEGORIES ARE AUTHORIZED;**

**Section 1. Authorizing Budget Transfers.**

<u>FUND OR DEPARTMENT.</u>	<u>BUDGETED LINE ITEM WITHIN CATEGORY</u>	<u>RESOURCES NEEDED</u>	<u>REALLOCATED</u>	<u>ACCOUNT NO.</u>
<b><u>GENERAL FUND (Admin)</u></b>				
Unanticipated Revenue – Internal payment Elec.	81,921	85,421	+ 3,500	01-301-43141
Unanticipated Revenue – Internal payment Sewer	23,100	24,150	+ 1,050	01-301-43143
Transfer to Emergency Services Fund 2%	42,300	46,850	- 4,550	01-401-64053
Transfer Fr Govt./Com. Relations M&S	3,000	2,790	- 210	01-408-62026
Transfer to Museum M&S	1,500	1,810	+ 210	01-407-62630
<b><u>EMERGENCY SERVICES FUND</u></b>				
Additional Rev. – Trans. From General 2%	42,300	46,850	+ 4,550	05-305-43910
Contingency	10,460	12,010	+ 4,550	05-405-65010
<b><u>CEMETERY</u></b>				
Transfer from Materials & Services	1,200	600	- 600	17-405-62520
Transfer from Materials & Services	300	150	- 150	17-405-62519
Transfer from Materials & Services	4,033	3,533	- 500	17-405-62870
Transfer to Personnel Services	1,799	2,999	+1,200	17-405-61150
<b><u>SEWER FUND</u></b>				
Unanticipated Revenue – Sewer Fees	330,000	345,000	+ 15,000	31-305-40310
Internal Payments	23,100	24,150	+ 1,050	31-405-62661
Transfer from Materials & Services	2,000	800	- 1,200	31-405-62020
Transfer from Materials & Services	3,750	3,250	- 500	31-405-62080
Transfer from Materials & Services	2,500	0	- 2,500	31-405-62091
Transfer to Personnel Services	2,516	6,716	+ 4,200	31-405-61152
Contingency	21,847	35,797	+13,950	31-405-65010

**CATV FUND**

Transfer from Contingency	23,495	13,495	- 10,000	41-405-65010
Transfer from Materials & Services	1,000	0	- 1,000	41-406-62082
Transfer to CATV Personnel & Services	3,000	9,000	+ 6,000	41-405-61150
Transfer to CATV Personnel & Services	620	2,620	+ 2,000	41-405-61070
Transfer to CATV Personnel & Services	860	12,060	+ 400	41-405-61080
Transfer to BB Personnel Services	3,000	5,600	+ 2,600	41-406-61105

**LIGHT FUND**

Unanticipated Revenue – Elec. Residential	570,000	595,000	+25,000	51-305-43810
Unanticipated Revenue – Elec. Commercial	380,000	400,000	+ 20,000	51-305-43820
Unanticipated Revenue – Elec. Public	195,000	200,000	+ 5,000	51-305-43850
Internal Payments	81,921	85,421	+ 3,500	51-405-62661
Contingency	1,703	48,203	+46,500	51-405-65010

**Section 2. Expiration.** This resolution shall remain in effect until completion and acceptance of the annual Audit for Fiscal Year 2013-2014.

**Adopted** by the City Council this 23<sup>rd</sup> day of June, 2014.

**Approved** by the Mayor this 23<sup>rd</sup> day of June 2014.

ATTEST:

\_\_\_\_\_  
Mayor

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

AGENDA ITEM NO:

5d

## **CASCADE LOCKS STAFF REPORT**

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**Date Prepared: June 13, 2014**

**For City Council Meeting on: June 23, 2014**

**TO: Honorable Mayor and City Council**

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

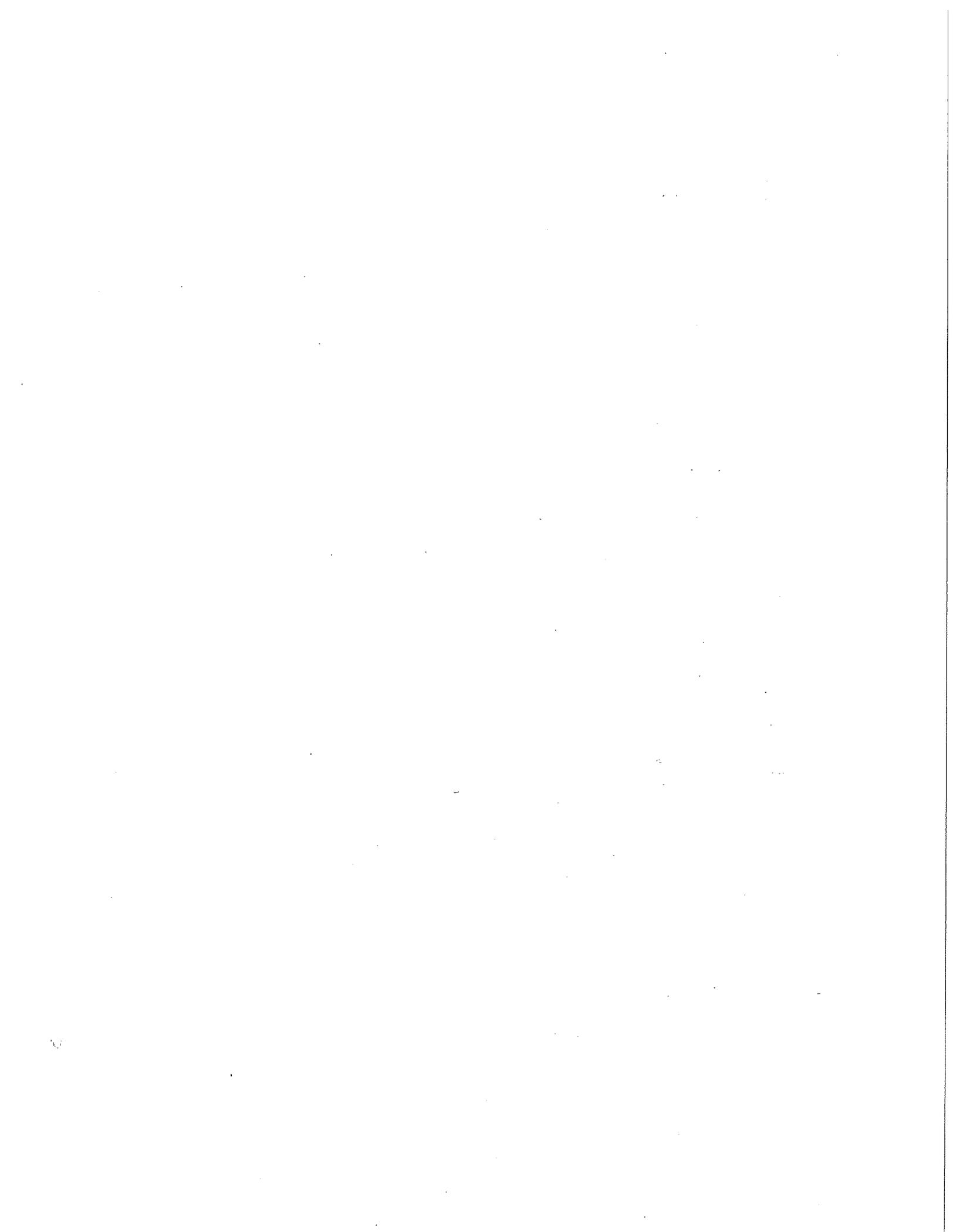
**SUBJECT: Tourism Committee Request**

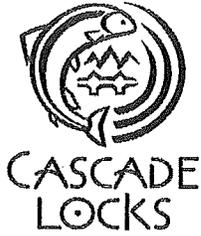
**SYNOPSIS:** Marie Miller, the Chair of the Cascade Locks Tourism Committee will be present at the Council meeting to discuss the use of a contracted vendor to support the Committee's efforts. The City has used this model in the past with varied results. The crucial factor in the success of the program is clear direction from the Committee and daily supervision from City staff.

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

**RECOMMENDED MOTION:** "I move to approve the contracted vendor program to support the Tourism Committee operations."

**Financial Review and Status:** The Tourism Committee is funded through the collection of transient room tax dollars. Basically, the City General Fund receives 70% of the funding to support City functions while the Tourism Committee receives 30% to support those sponsorships, grants, or facilities which generate overnight room stays and tourist visits in Cascade Locks. Money has been budgeted this coming fiscal year for contract services.





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(541) 374-8484 Fax: (541) 374-8752 TTY: 711

**Request for Proposal**  
**Cascade Locks Tourism Committee – Contract Work**

**Organizational Overview**

The Cascade Locks Tourism Committee is a volunteer committee, with seven members appointed to serve by the Mayor and City Council. The duties of the committee consist of the power and duty to advise the city council concerning the expenditure of Transient Room Taxes (TRT's), collected by the city, for the promotion of tourism.

**Tourism Committee Project Focus and Goals**

For 2014-2015, the Cascade Locks Tourism Committee has identified goals:

- Increase Transient Room Taxes
- Conducting/Partnering with Tourism Entities for Tourism Symposium
- Increase Volunteerism and Awareness with Tourism efforts
- Work with Port of Cascade Locks to Promote Local Events
- Grants for Tourism Funding
- Strengthen Existing Relationships with Community Leaders/Organizations
- Increase Tourism Related Facilities
- Combine RARE work plan with Committee responsibilities for contracted work help

The Cascade Locks Tourism Committee has identified strategies that will help us reach these goals with our resources and funding opportunities:

**MARKETING**

Grants  
Advertising

**PROMOTION**

Sponsorships

**TOURISM FACILITIES**

Bike Racks  
Bike Hub  
Visitor Information Centers

**Project Deliverables and Specifications**

Contracted Services with the following categories:

**General Tourism Committee Support**

- Minutes taking (back up to committee secretary)
- Document Creation and Duplication
  - Monthly Flash Report

- Agendas (in conjunction with committee chair)
- Tourism Correspondence (in conjunction with committee chair)
- Grant Writing and Administration
- Responding to tourism inquiries via phone, mail, email and fax

**Promotion**

- Website management and Updates
- Online calendar and ORB updates
- Backup to booth staffing for outreach events
- Writing and distribution of press releases
- Identifying promotional opportunities

**Marketing**

- Social media posts
- Advertisement design in-house or in communication with designer
- Identify and coordinate advertising opportunities
- Coordinate marketing with other Chambers of Commerce and Visitor Associations
- Alignment with Travel Oregon

**Tourism Facilities**

- Special Project Administration and Implementation

**Requirements and Guidelines for Contracted Services**

Individuals applying for these contract services are required to provide the following:

- Letter of interest stating your reasons for applying and qualifications for the position
- Current resume, highlighting matching specifications with this role
- Three professional references
- Samples of recent work (no more than three)

**Contract Terms**

Duration of contract services is for one year, beginning at or near August 1, 2014 to July 31, 2015. Salary bids are from \$12 up to \$19 per hour. These contract services do not include benefits. Position will be supervised by the Tourism Committee Chair and City Administrator.

**To Submit your RFP**

Required materials can be sent via mail, email or fax with the following information:

Cascade Locks Tourism Committee

PO Box 308

Cascade Locks, OR 97014

Phone: 541-374-8484

Fax: 541-374-8752

Email: [info@cascadelocks.net](mailto:info@cascadelocks.net)

**Deadline to submit your RFP: July 7, 2014, 4:30 p.m.**

**Proposed Evaluation Timeline**

RFP acceptances: June 24 – July 7, 2014, 4:30 p.m.

Committee Review: July 8 – 11, 2014

Interviews: Jul 14 – 25, 2014

RFP Awarded: July 28, 2014

2011-12	2012-13	2013-14	Account Number	Account Title	2014-15 Proposed Budget	2014-15 Recommended Budget	2014-15 Approved Budget
Prior year 2 Actual	Prior year Actual	Current year Budget					
<b>TOURISM FUND</b>							
<b>TOURISM REVENUES</b>							
31,078.00	15,508.42	12,500.00	08-305-40010	BEGINNING BALANCE	10,000.00	10,000.00	10,000.00
38,207.41	43,186.16	39,900.00	08-305-40080	ROOM ASSESSMENT INCOME	45,000.00	45,000.00	45,000.00
148.24	119.41	150.00	08-305-43600	INTEREST INCOME	100.00	100.00	100.00
210.00	195.00	200.00	08-305-43652	CITY GARAGE SALE REVENUE	200.00	200.00	200.00
1,354.53	2,214.00	4,000.00	08-305-43800	MISCELLANEOUS INCOME	.00	.00	.00
<b>Total TOURISM REVENUES:</b>							
70,998.18	61,217.99	56,750.00			55,300.00	55,300.00	55,300.00
<b>Total Revenue:</b>							
70,998.18	61,217.99	56,750.00			55,300.00	55,300.00	55,300.00

2011-12 Prior year 2 Actual	2012-13 Prior year Actual	2013-14 Current year Budget	Account Number	Account Title	2014-15 Proposed Budget	2014-15 Recommended Budget	2014-15 Approved Budget
<b>TOURISM EXPENDITURES</b>							
<b>MATERIALS &amp; SERVICES</b>							
.00	.00	200.00	08-405-62010	OFFICE SUPPLIES	200.00	200.00	200.00
2,555.82	1,314.50	1,000.00	08-405-62020	TRAVEL & TRAINING	1,000.00	1,000.00	1,000.00
140.90	.00	500.00	08-405-62055	POSTAGE	500.00	500.00	500.00
.00	355.40	180.00	08-405-62071	UTILITIES (SIGNAGE/WEB HOSTING)	180.00	180.00	180.00
644.00	1,414.00	1,898.00	08-405-62080	CONTRACT SVC - AUDIT	800.00	800.00	800.00
.00	.00	.00	08-405-62081	CONTRACT SVC - TRT AUDIT	1,200.00	1,200.00	1,200.00
37.11	.00	.00	08-405-62100	CONTRACT SVC - ATTORNEY	.00	.00	.00
.00	2,500.00	1,500.00	08-405-62101	CONTRACT SVC - BROCHURE DIST	1,500.00	1,500.00	1,500.00
.00	19,000.00	20,000.00	08-405-62110	CONTRACT SVC - MISC	20,000.00	20,000.00	20,000.00
2,025.00	987.80	750.00	08-405-62113	DUES, PUBLICATIONS, NOTICES	750.00	750.00	750.00
12,664.34	3,940.64	11,750.00	08-405-62115	TOURISM EVENT PROMOTION	10,000.00	10,000.00	10,000.00
24,298.03	4,370.85	11,750.00	08-405-62160	ADV & DISPLAY FEES	10,000.00	10,000.00	10,000.00
129.56	247.41	300.00	08-405-62161	CITY GARAGE SALE EXPENSE	300.00	300.00	300.00
8,000.00	8,000.00	5,000.00	08-405-62170	SPECIAL PROMOTIONS	5,000.00	5,000.00	5,000.00
5,000.00	.00	.00	08-405-62171	FIREWORKS	.00	.00	.00
.00	9.00	.00	08-405-62870	MISC & LEGAL EXPENSES	.00	.00	.00
<b>Total MATERIALS &amp; SERVICES:</b>							
55,494.76	42,139.60	54,828.00			51,430.00	51,430.00	51,430.00
<b>INTER-FUND TRANSFERS</b>							
.00	.00	.00	08-405-64009	TO CAPITAL RESERVE FUND	2,000.00	2,000.00	2,000.00
<b>Total INTER-FUND TRANSFERS:</b>							
.00	.00	.00			2,000.00	2,000.00	2,000.00
<b>CONTINGENCY</b>							
.00	.00	1,922.00	08-405-65010	CONTINGENCY	1,870.00	1,870.00	1,870.00
<b>Total CONTINGENCY:</b>							
.00	.00	1,922.00			1,870.00	1,870.00	1,870.00
<b>Total TOURISM EXPENDITURES:</b>							
55,494.76	42,139.60	56,750.00			55,300.00	55,300.00	55,300.00

AGENDA ITEM NO: 5e

**CASCADE LOCKS STAFF REPORT**

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**Date Prepared: June 17, 2014**

**For City Council Meeting on: June 23, 2014**

**TO: Honorable Mayor and City Council**

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

**SUBJECT: Finance Committee Recommendation for Townhall Meeting**

**SYNOPSIS:** At the June 16<sup>th</sup> meeting of the Finance Committee, a recommendation was made to hold a town hall meeting about the pending Water System Improvement Project. The material to be covered would be the process so far, the projects that need to be done, the potential for funding, and the process in the future.

**CITY COUNCIL OPTIONS:** Select the date for the Town Hall meeting about the Water System Improvement Project.

**RECOMMENDED MOTION:** Not required.

