

CITY of CASCADE LOCKS

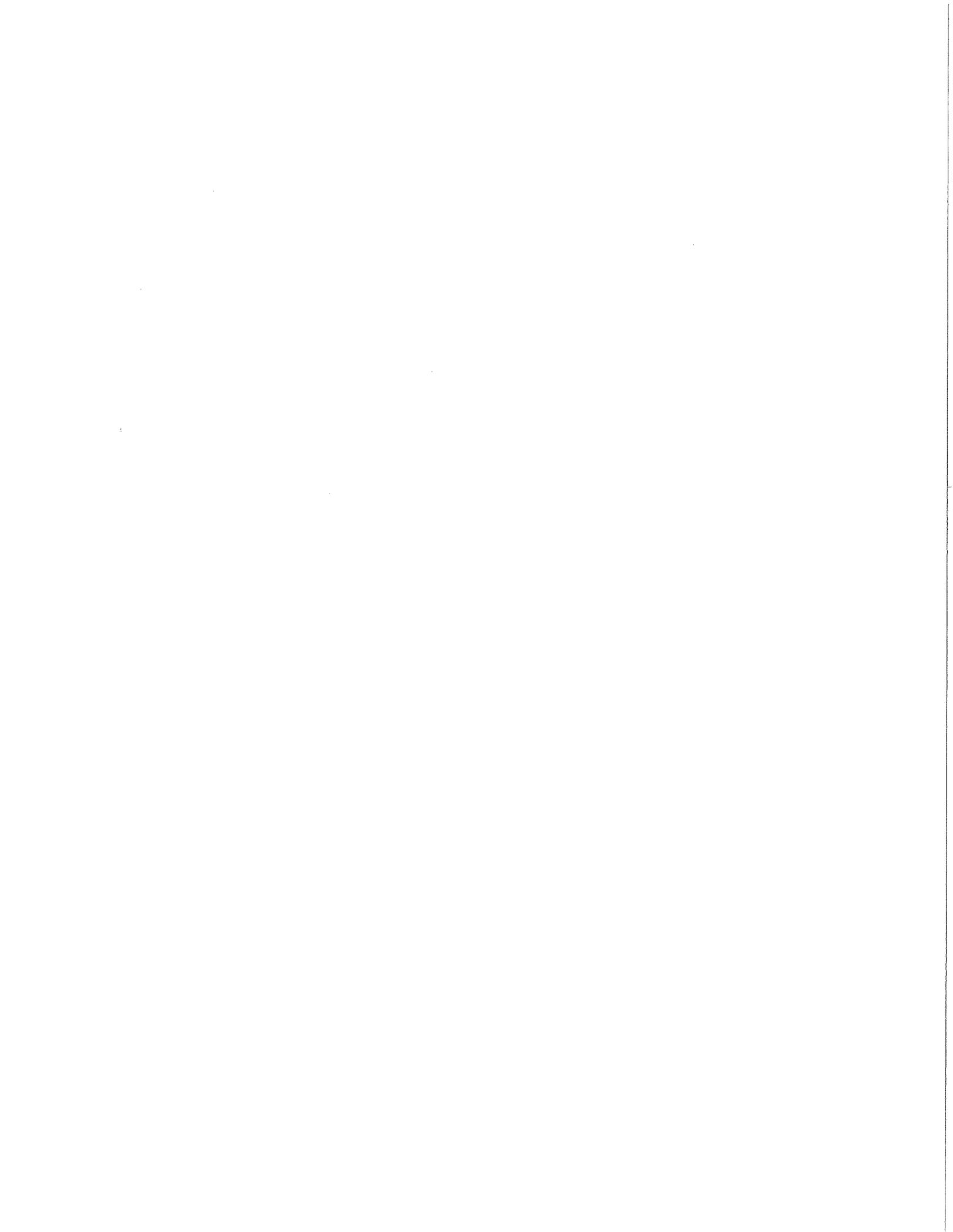
AGENDA

CITY COUNCIL MEETING, Monday, November 10, 2014, 7:00 PM, CITY HALL

Purpose: The City Council meets on the 2nd and 4th 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 October 27, 2014 Minutes.**
 - b. **Ratification of the Bills in the Amount of \$ 123,930.83.**
4. **Public Hearings.**
5. **Action Items:**
 - a. **Appointment to Committees.**
 - b. **Approve Second Reading and Adopt Ordinance No. 435 Asserting Jurisdiction over the City Right of Way and Providing for the Uniform Management of the Use of the Right of Way for Utilities.**
 - c. **Approve First Reading of Ordinance No. 437 Providing for Rules and Regulations and Control Concerning Care, Placing of Monuments, Planting of Shrubs, Government, and Operation of Cascade Locks Cemetery of Cascade Locks, Oregon and Repealing Ordinance No. 151.**
 - d. **Approve Purchase of Caselle Energy Assistance Module in the Amount of \$ 2,700.00.**
 - e. **Approve Contract with Dave Griffin for Contracted Public Work Services.**
 - f. **County Wide Protection Plan for Fighting Wildfires.**
 - g. **Railroad Quiet Zone Discussion.**
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. **Hood River Garbage (Erwin Swetnam).**
 - c. **City Administrator Zimmerman Report.**
8. **Mayor and City Council Comments.**
9. **Other matters.**
10. **Executive Session per ORS 192.660 (2)(e) re: Real Property Transactions.**
11. **Adjournment.**

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



1. **Call to Order/Pledge of Allegiance/Roll Call.** Mayor Cramblett called the meeting to order at 7:00 PM. CM's Fitzpatrick (via phone), Randall, Walker, Helfrich, Busdieker, and Mayor Cramblett were present. CM Groves was excused. Also present were City Administrator Gordon Zimmerman, City Recorder Kathy Woosley, Electric Department Working Foreman Keith Terry, Barb Young, Buzz Ketchum, Rick Vermeers, Larry Stuckman, Gary Munkhoff, and Camera Operator Betty Rush.
2. **Additions or amendments to the Agenda.** CA Zimmerman said he would like to move agenda item 7b. before the Action Items.
3. **Adoption of Consent Agenda.**
 - a. **Approval of October 13, 2014 Minutes.**
 - b. **Ratification of the Bills in the Amount of \$ 74,508.16.**

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 passed unanimously by CM's Fitzpatrick, Randall, Walker, Helfrich, Busdieker, and Mayor Cramblett. Mayor Cramblett asked if the \$3,000 invoice for wire was for the industrial park project. CA Zimmerman said it was and explained that the City will be invoicing the Port for the expenses when the project is complete.
4. **Public Hearing: Adoption of Uniform Management Policy for City Right of Way**
 - a. **Staff Report.** Mayor Cramblett opened the public hearing at 7:02 PM. CA Zimmerman said the Council reviewed the ordinance at the last meeting and Barb Young from Century Link was present to express their concerns and offered suggested changes which have been reviewed by the City Attorney. He said Barb had additional changes for consideration and those were sent to the City Attorney this morning. He said the Council has a copy of the ordinance with those changes as approved by the City Attorney (Exhibit A). CA Zimmerman said those changes include regrouping of (14) Location of New Facilities and (16) Relocation or Removal of Facilities on page 8. Barb Young thanked CA Zimmerman and the City Attorney for working with Century Link on this ordinance. She said her additions to the staff report include a couple of outstanding issues for Century Link and has to do with relocation. She said the question was asked at the last meeting why wouldn't Century Link be willing to relocate facilities underground. She said CA Zimmerman responded that cost would be a reason. Barb said Century Link really isn't a utility. She said Century Link is being required to underground when their competitors are not. She asked Council to compare Century Link to Google. She said Google is not considered a utility and are a direct competitor to Century Link. Barb explained that this is what they look at in other cities but Cascade Locks may not be an issue. She said it is more of setting precedence. She said Century Link asked for a couple of language changes and sent to their attorney but hasn't heard back from them as they are out of town.
 - b. **Statements in Favor.** None.
 - c. **Statements in Opposition.** None.
 - d. **Statements in General.** Barb said she agrees with what is being presented to Council but would like to hear back from their attorney.
 - e. **Council Discussion.** CA Zimmerman explained Council's options for the ordinance. CM Walker suggested moving forward as there is still opportunity for input.

Mayor Cramblett closed the public hearing. Barb told Council she appreciated the opportunity to work with the City on this ordinance.
7.
 - b. **BKI Electric Master Plan – Richard Vermeers, Buzz Ketchum, and Larry Stuckman (moved ahead of action items).** BKI Engineers Buzz, Larry, and Rick gave a power point presentation review of the Electric Master Plan. They explained the 5-year work plan and 20-year long term plan. Buzz said the City's system is not *aging*, but *aged* and has to be replaced. Mayor Cramblett and Council thanked BKI for their presentation.

5. Action Items:

a. **Appointment to Committees.** None.

b. **First Reading of Ordinance No. 435 Asserting Jurisdiction over City Right of Way and Providing for the Uniform Management of the Use of the Right of Way for Utilities.** CA Zimmerman gave the first reading of Ordinance No. 435. He explained that this ordinance does not eliminate franchise fees and is to protect the City and its citizens. CM Busdieker asked if under the meaning of Conduit and Facilit(y)ies, page 3, should also have the statement, "includes but not limited to". CA Zimmerman asked her to include that in an email and he would forward to the City Attorney. CM Busdieker asked what "time placed" under Facilit(y)ies meant. CA Zimmerman explained that it meant inhabiting the right of way for a time for installation of equipment. CA Zimmerman gave first reading by title only of Ordinance No. 435.

c. **Approve Second Reading and Adopt Ordinance No. 436 Amending Ordinance No. 425 Pertaining to the Regulation of Street Vendors within the City of Cascade Locks.** CA Zimmerman gave the second reading of Ordinance No. 436. **Motion:** CM Walker moved, seconded by CM Randall, to approve second reading and adopt Ordinance No. 436. CM Busdieker asked if the ordinance should include harvested berries. CA Zimmerman explained that the tribal attorney reviewed the ordinance and sent his recommended changes which were incorporated into the ordinance. He said the City has to preserve their native treaty rights. The motion passed unanimously by CM's Fitzpatrick, Randall, Walker, Helfrich, Busdieker, and Mayor Cramblett.

d. **Approve Resolution No. 1315 Declaring Certain Real Property of the City is Not Needed for Public Use and Authorizing the Conveyance of Such Property.** CA Zimmerman explained this resolution is to declare the property surplus and to allow negotiations for the sale of the property. **Motion:** CM Busdieker moved, seconded by CM Helfrich, to approve Resolution No. 1315 declaring the old Fire Hall located at 505 WaNaPa Street to be surplus and authorize the City Administrator and City Attorney to negotiate the sale of the property. Mayor Cramblett said he would like to be included in the negotiations. The motion passed unanimously by CM's Fitzpatrick, Randall, Walker, Helfrich, Busdieker, and Mayor Cramblett.

e. **Approve Resolution No. 1316 Establishing Water Rate for Large Water Users.** CA Zimmerman said this resolution includes users of water that use more than 250,000 gallons and allows the City Administrator to negotiate a rate. He explained that this would be in a contract that the Council would consider for approval. **Motion:** CM Helfrich moved, seconded by CM Randall, to approve Resolution No. 1316 which allows large water users to negotiate a contracted price for water. CM Walker asked how the number 250,000 came to be. CA Zimmerman said he reviewed current high customer usage and that number was 162,000 gallons so he tried to pick a number high enough to not include current users. He said the rate will be based on businesses that consistently use 250,000 gallons and the impact to the City's system. He said the possible new businesses will use more than 250,000 gallons of water per month.

CM Busdieker said she didn't like the wording, "Resource Pricing", in Section 6. She said she thought the language should be, Commercial Product, or the word, Commodity, was mentioned. CA Zimmerman explained he is trying to capture the intent. CM Walker asked if a possible large water user wanted the word to be "resource". Mayor Cramblett said the use of words is very important and could make all the difference. CM Busdieker said water is the City's resource and the customer would be purchasing the commodity.

CM Walker asked why a potential water customer has anything to do with writing a resolution for the City and is concerned when those negotiations spill over into what the Council is trying to do. Mayor Cramblett said the City is in control of the resource. CM Randall said he understood what the difference in the words could mean and referenced Food and Water Watch. CM Helfrich said the State of Oregon has the Water Resource Department and the City is following along with that terminology. CM Fitzpatrick said the water is not a commodity until it is sold. The motion passed with CM's Fitzpatrick, Randall, Walker, Helfrich, and Mayor Cramblett voting in favor. CM Busdieker opposed.

f. **Approve Resolution No. 1317 Establishing Wastewater Rate for Large Water Users.** CA Zimmerman said rates would be negotiated based on what would be added to the wastewater system. CM Randall asked how this would fit in with not allowing discounts per the USDA Rural Development Program. CA Zimmerman said the rate would be based on the volume and load to the system, which is allowed. **Motion:** CM Helfrich moved, seconded by CM Walker, to approve Resolution No. 1317 which allows large wastewater users to negotiate a contracted price for sewer services. CM Busdieker asked if there is some provision to renegotiate if a customer uses more than what was estimated in the original contracted price. CA Zimmerman said the customer's engineer and the City's engineer will be figuring out the load. He said there will have to be something in the contract to allow that and chances are they would be coming to the City to negotiate downward. The motion passed unanimously by CM's 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.** None.

b. **BKI Electric Master Plan – Richard Vermeers, Buz Ketchum, and Larry Stuckman.** This took place earlier in the meeting.

c. **City Administrator Zimmerman Report.** CA Zimmerman announced the TGM/ODOT Code Assistance Grant meeting on Thursday, October 30th and stated that Council was welcome to attend from 2:00-4:00 PM. He reported that the trees in front of City Hall had been removed and the stumps will eventually be removed. CA Zimmerman gave a report on the U of O Design Charrette meeting that took place on October 18th.

Zimmerman said the 2004 Ford F550 Super Duty truck needs repair and would like approval to have the truck repaired at Mike's Truck and Auto Service for \$2,665.00. CM Walker asked if this is the company that is normally used to repair the City's vehicles. CA Zimmerman said it isn't. He said Public Works Working Foreman Price asked other small cities who they use to repair their vehicles and this is the company that was recommended. CM Walker asked if bids were taken for the repair. CA Zimmerman said there was not. He said this is the same vehicle that the City spent \$10,000 on for repairs previously. **Motion:** CM Helfrich moved, seconded by CM Busdieker, to approve Mike's Truck and Auto Service repair the Ford F550 for \$2,665.00. CM Walker said the City should be doing all they can to use and promote local business or at least closer than Damascus. CA Zimmerman said the City tries to do that but these are some of the same issues that were looked at two years ago. CM Randall asked what other cities use this company. CA Zimmerman said he didn't know that PWWF Price got the information. Mayor Cramblett asked if there was a policy. CA Zimmerman said PWWF Price is looking for a reliable company and this is the company that was suggested to him by other small cities. CM Walker said he would question his ability to make those decisions. The motion passed unanimously by CM's Fitzpatrick, Randall, Walker, Helfrich, Busdieker, and Mayor Cramblett. CA Zimmerman explained that the City has to be aware and buy local when it makes sense. He said the policy is a guideline but it is difficult to write a policy to cover all situations that may arise when purchasing.

8. **Mayor and City Council Comments.** CM Fitzpatrick said the BKI presentation was thorough and would like to get the power point. CA Zimmerman said the power point presentation was material out of the Master Plan. CM Helfrich said the Magical History Tour was a big success. He said there was over \$10,000 made in donations and sales. He thanked all that made that event a success and said it was very well done. CM Busdieker reminded all that there is one week left to vote and urged everyone to get their ballot in and requested support for the EMS measure. CM Walker reminded all to be safe on Halloween. Mayor Cramblett said the Magical History Tour seemed to be a big success. He said they had the boat set up well, good music, and very well done.

9. **Other matters.** None.

10. Executive Session per ORS 192.660 (2)(e) re: Real Property Transactions. Mayor Cramblett recessed regular session and entered into executive session after a short break. CM's Fitzpatrick, Randall, Walker, Helfrich, Busdieker, and Mayor Cramblett were present. Also present were CA Zimmerman and CR Woosley.

11. Adjournment. Motion: CM Helfrich moved, seconded by CM Busdieker, to adjourn. The motion passed unanimously by CM's Fitzpatrick, Randall, Walker, Helfrich, Busdieker, and Mayor Cramblett. The meeting was adjourned at 9:56 PM.

Prepared by
Kathy Woosley

APPROVED:

Tom Cramblett, Mayor

10/27/14
MHO

ORDINANCE NO. 435

AN ORDINANCE ASSERTING JURISDICTION OVER CITY RIGHT OF WAY AND PROVIDING FOR THE UNIFORM MANAGEMENT OF THE USE OF THE RIGHT OF WAY FOR UTILITIES

WHEREAS, the City of Cascade Locks desires, through its regulatory authority, to assert its authority over public rights of way and provide for a system of managing the use of the public rights of way through for users (as defined below) of the right of way;

WHEREAS, as a result of litigation challenging cities' authority over its public rights of way, courts have consistently upheld a city's regulatory authority to manage public rights of way when the laws are of general applicability;

WHEREAS, there are users of the right of way over whom the City currently does not have regulatory control due to the lack of appropriate ordinances;

WHEREAS, this Ordinance does not negate the City's authority to require any user of the right of way to enter into a franchise agreement with the City; and

WHEREAS, the purposes of this ordinance are to:

- A. Comply with the provisions of the 1996 Telecommunications Act as they apply to local governments, telecommunications carriers and the services those carriers offer;
- B. Permit and manage reasonable access to the public rights of way of the City for users of the right of way on a competitively neutral basis and conserve the limited physical capacity of those public rights of way held in trust by the City;
- C. Assure that the City has the ongoing ability to regulate private access to and the use of the public rights of way;
- D. Assure that all users of the right of way providing facilities and/or services within the City, or passing through the City, comply with the ordinances, rules and regulations of the City;
- E. Assure that the City can continue to fairly and responsibly protect the public health, safety and welfare of its citizens;
- F. Enable the City to discharge its public trust consistent with the rapidly evolving federal and state regulatory policies, industry competition, and technological development.

EXHIBIT A pg 1 of 9
TO MINUTES OF 10/27/14
City Council MEETING

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

A Short Title. This Ordinance may be referred to as the "Public Right of Way Management Ordinance."

B. Definitions. For the purpose of this Ordinance the following terms, phrases, words and their derivations shall have the meaning given below. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number and words in the singular number include the plural number. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined in this Ordinance shall be given the meaning set forth in the Communications Policy Act of 1934, the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996, all as they have been amended from time to time. References to statutory or regulatory provisions include any amendments thereto, unless otherwise indicated. If not defined there, the words shall be given their common and ordinary meaning

"Aboveground Facilities" - see "Overhead Facilities."

"Affiliated Interest" has the same meaning as ORS 759.010.

"Cable Facilities or System" means the plant and equipment, other than customer premises equipment, used by a cable service provider.

"Cable Service" is to be defined consistent with federal laws and means the one-way transmission to subscribers of video programming, or other (such as music) programming service, and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

"City" means the City of Cascade Locks, an Oregon municipal corporation, and individuals authorized to act on the City's behalf.

"City Council" means the elected governing body of the City of Cascade Locks, Oregon.

"City Property" means and includes all real property owned by the City, other than public rights of way and utility easements as those are defined in this Ordinance, and all property held in a proprietary capacity by the City, which are not subject to right of way franchising as provided in this Ordinance.

"Communications Facilities or System" means the plant and equipment, other than customer premises equipment, used by a communications service provider.

"Communications Provider" means any provider of communications services, whether the

providers directly or indirectly owns, controls, operates or manages communications facilities within the City.

"Communications Service" means any service provided for the purpose of transmission of information including, but not limited to, voice, video, or data, without regard to transmission protocol employed, whether or not the transmission medium is owned by the provider itself or whether or not the transmission medium is wireline. Communications service includes all forms of telephone services and voice, video, data or information transport, but does not include: (1) cable service; (2) open video system service, as defined in 47 CFR 76; (3) private communications system services provided without using public rights of way; (4) over the air radio or television broadcasting to the public at large from facilities licenses by the Federal Communications Commission; and (5) any direct to home satellite services within the meaning of Section 602 of the Telecommunications Act.

"Conduit" means any structure, or portion thereof, containing one or more ducts, conduits, manholes, handholes, vaults, bolts, or other facilities used for any telegraph telephone, cable television, electrical, or communications conductors, or cable right of way, owned or controlled, in whole or in part, by one or more public utilities.

"Days" means calendar days unless otherwise specified.

"Duct" means a single enclosed raceway for conductors or cable.

"Facilit(y)ies" means any tangible component installed, maintained, or operated by user within the right of way. By way of example, the term means any pole, wire, sensor, loop, light, stabilization or "guy" wire, anchor, pipe, conduit, line, main, duct, cable, wire, switch, transformer, valve, antennae or other equipment, including any equipment box or vault, located wholly or in part under, on, or above the surface of the ground within any right of way or easement. "Facilit(y)ies" also includes any time placed in the right of way for the purpose of providing electric power, natural gas, telephone communications, radio, cable television, internet access, sewer, water, storm sewer or other utility or similar service.

"Franchise" means the privilege granted by this Ordinance or another ordinance to use public rights of way and city-owned utility easements within the City for a dedicated purpose and for specific compensation.

"Gross Revenues", for telecommunications carriers, is defined at ORS 221.515(2); to the extent the remainder of this paragraph is inconsistent with ORS 221.515(2), such language shall not apply to telecommunications carriers. For entities other than telecommunications carriers, "Gross Revenues" means all monthly service and franchise fees actually collected from Grantee's customers within the quarter for Basic Cable Service and Communications Service. Gross Revenues also includes revenue from the sale or lease of excess capacity on Grantee's cable or communications systems. Gross Revenues does not include revenues derived from installation, construction or connection work provided to Grantee's customers; any taxes on

services furnished by Grantee that are imposed directly on any customer by state or federal law and collected by Grantee on behalf of the state or federal jurisdiction imposing the tax; bad debts written off by Grantee in the normal course of its business; and any refunds, rebates, or discounts made to Grantee's customers or other third parties.

"Overhead Facilities" or "Aboveground Facilities" means utility poles, utility facilities and cable and communications facilities above the surface of the ground, including the underground supports and foundations for such facilities.

"Public Right(s) of Way" includes, but is not limited to, streets, roads, highways, bridges, alleys, sidewalks, trails, paths, public easements and all other public ways or areas, including subsurface and air space over these areas. For purposes of this Ordinance, this definition applies only to the extent of the City's right, title, interest or authority to grant permission to occupy and use these areas for utility facilities. "Public rights of way" also includes Utility Easements as defined below.

"Underground Facilities" means cable and communications facilities located under the surface of the ground, excluding the underground foundations or supports for "overhead facilities."

"User" means a person that performs work and/or has facilities within the City's right of way, whether or not the user has a permit and whether or not the facilities are authorized to be located in the right of way.

"Utility Easement" means any easement acquired, established, dedicated or devoted exclusively to the City for public utility purposes. A utility easement not exclusively owned and controlled by the City is not a "Utility Easement" under this Ordinance.

"Utility facilities" means those overhead or underground facilities of a user.

C. Jurisdiction and Management of Public Rights of way.

(1) The City has jurisdiction and exercises regulatory management over all Public Rights of Way within the city and authority of the city charter, ordinances, and state law.

(2) The City has jurisdiction and exercises regulatory management over Public Rights of Way whether the City has a fee, easement, or other legal interest in the right of way. The City has jurisdiction and regulatory management of each Public Right of Way whether the legal interest in the Public Right of Way was obtained by grant, dedication, prescription, reservation, condemnation, annexation, foreclosure or other means in accordance with applicable law.

(3) No person shall occupy or encroach on a Public Right of Way without the permission of the City. The City grants permission to use Public Rights of Way by franchises, licenses and permits.

(4) The exercise of jurisdiction and regulatory management of a right of way by the City is not official acceptance of the right of way, and does not obligate the City to maintain or repair any part of the right of way.

(5) The City retains the right and privilege to immediately require the person responsible, at its own expense, to move or otherwise adjust its facilities located within the Public Rights of Way, or, upon consultation with the utility, with its own forces the City may move or otherwise adjust such facilities, at the responsible person's expense, as the City may determine to be necessary, appropriate or useful in response to a public health or safety emergency.

D. Construction Standards and Permits

(1) General Construction Standards. No person shall commence or continue with the construction, installation, or operation of any facilities within a Public Right of Way except as provided in this Ordinance, and consistent with all applicable codes, rules, and regulations.

(2) Construction Codes. Facilities shall be constructed, installed, operated and maintained in accordance with all applicable federal, state and local codes, rules and regulations including the National Electrical Code and the National Electrical Safety Code.

(3) Construction Permits. No person shall construct or install any facilities within a Public Right of Way without first obtaining a construction permit, and paying any applicable construction permit fee, the amount of which is set by Resolution of the Council. No permit shall be issued for the construction or installation of facilities within a Public Right of Way without having first applied for and received a franchise, except in extenuating circumstances and with the City's written permission.

(4) Permit Applications. Applications for permits to construct, install or modify facilities within a Public Right of Way shall be submitted to the City upon forms to be provided by the City and shall be accompanied by documentation, drawings, plans and specifications in sufficient detail to demonstrate:

a. That the facilities will be constructed or installed in accordance with all applicable codes, rules and regulations.

b. That the facilities will be constructed or installed in accordance with the franchise agreement.

c. The location and route of the facilities, if any, to be installed aboveground or on existing utility poles.

d. The location and route of all facilities on or in the public rights of way to be located under the surface of the ground, including the line and grade proposed for the burial at all points along the route which are within the public rights of way. Existing facilities shall be differentiated on the plans from new construction.

e. The location of all of user's existing underground utilities, conduits, ducts, pipes, mains and installations which are within the Public Rights of Way along the underground route

proposed by the applicant. A cross section shall be provided showing new or existing facilities in relation to the street, curb, sidewalk or right of way.

f. The methods to be employed for protection of existing structures, fixtures, and facilities within or adjacent to the Public Rights of Way, and description of any improvements that the applicant proposes to temporarily or permanently remove or relocate.

g. The estimated cost of the work proposed.

(5) Construction Schedule. All permit applications shall be accompanied by a written schedule, which shall include a deadline for completion of the work. The schedule shall be subject to approval by the City.

(6) Issuance of Permit. If the application is approved, it may be approved subject to any further conditions, restrictions or regulations affecting the time, place and manner of performing the work as the City may deem necessary or appropriate.

(7) Notice of Construction. Except in the case of an emergency, the permittee shall notify the City not less than two (2) business days in advance of any excavation or construction in the Public Rights of Way.

(8) Compliance with Permit. All construction practices and activities shall be in accordance with the permit and approved final plans and specifications for the facilities. The City's representatives shall be provided access to the work site and any further information as they may require to ensure compliance with the permit and plans or protection of the Public Right of Way.

(9) Noncomplying Work. Subject to the notice requirements in Section 12(c) below, all work which does not comply with the permit, the approved or corrected plans and specifications for the work, or the requirements of this Ordinance, shall be removed at the sole expense of the permittee unless other arrangement is agreed to by the City in writing. The City Administrator is authorized to stop work in order to assure compliance with the provisions of this Ordinance.

(10) Completion of Construction. The permittee shall promptly complete all construction activities so as to minimize disruption of the Public Rights of Way and other public and private property. All construction work within Public Rights of Way, including restoration, must be completed within 120 days of the date of issuance of the construction permit unless an alternate schedule is approved by the City.

(11) As-Built Drawings. The permittee shall furnish the City with two (2) complete sets of plans drawn to scale and certified to the City as accurately depicting the location of all permittee's facilities constructed pursuant to the permit, one set on paper and the other set in electronic format acceptable to the City, such as Autocad. If requested, these plans shall be

submitted to the City Engineer within sixty (60) days of the request, in a format mutually acceptable to the permittee and City Engineer.

(12) Restoration of Public Rights of Way and City Property.

a. When a permittee, or any person acting on their behalf, does any work in or affecting any Public Rights of Way or City property, they shall, at their own expense, promptly remove any obstructions therefrom and restore the ways or property to good order and condition unless otherwise directed by the City Engineer, or unless otherwise specified by the permit.

b. If weather or other conditions do not permit the complete restoration required by this Section, the permittee shall temporarily restore and maintain the affected Public Rights of Way or property. Temporary restoration is at the permittee's sole expense and the permittee shall promptly undertake and complete the required permanent restoration when the weather or other conditions no longer prevent permanent restoration. Any corresponding modification to the construction schedule will be subject to approval by the City.

c. If the permittee fails to restore rights of way or property to good order and condition, the City shall give the permittee written notice and provide the permittee a reasonable period of time, generally not exceeding thirty (30) days, to restore the Public Rights of Way or other City-owned property. If the permittee fails thereafter to restore the Public Rights of Way or other City-owned property to good order and condition, the City may cause the restoration to be made at the expense of the permittee, and the permittee shall reimburse the City for such costs, including all labor and material costs and a reasonable administrative overhead fee.

d. A permittee or other person acting in its behalf shall use suitable barricades, flags, flagging attendants, lights, flares and other measures as required for the safety of all members of the general public and to prevent injury or damage to any person, vehicle or property by reason of the work in or affecting the Public Rights of Way or other City-owned property.

(13) Performance and Completion Bond. Unless waived by the City in writing, before construction is commenced within the Public Rights of Way, the permittee shall provide a performance bond or other form of surety acceptable to the City in an amount equal to at least 100% of the estimated cost of the work approved in the permit.

a. The surety shall remain in force until sixty (60) days after substantial completion of the work, as determined in writing by the City, including restoration of Public Rights of Way and other property affected by the construction.

b. The surety shall guarantee, to the satisfaction of the City:

- i. Timely completion of construction;
- ii. Construction in compliance with applicable plans, permits, technical codes and standards;
- iii. Proper location of the facilities as specified by the City;
- iv. Restoration of the public rights of way and other property affected by the construction; and
- v. Timely payment and satisfaction of all claims, demands and liens for labor, material and services provided in connection with the work.

(14) Location of New Facilities. All new facilities must be placed underground within the Public Right of Way whenever any existing facilities are located underground within the same Public Right of Way, unless otherwise provided in a separate agreement with the City.

(15) Interference with the Public Rights of Way. No user may locate or maintain its facilities so as to unreasonably interfere with the use of the Public Rights of Way by the City, by the general public or by other persons authorized to use or be present in or upon the Public Rights of Way. All use of Public Rights of Way shall be consistent with City codes, ordinances and regulations and applicable state and federal law.

(16) Relocation or Removal of Facilities. Except in the case of an emergency as provided in Section C(5), within one hundred twenty (120) days following written notice from the City a user shall, at its own expense, temporarily or permanently (as specified by the City), remove, relocate, change or alter the position of any of its facilities within the Public Rights of Way whenever the City shall have determined that the removal, relocation, change or alteration is reasonably necessary for:

a. The construction, repair, maintenance or installation of any City or other public improvement in or upon the Public Rights of Way, except where such construction, maintenance or installation is necessitated by a third party project, in which case such third party shall bear the removal, relocation, change and alteration costs.

b. Relocation of facilities underground whenever any new or existing facilities are located or relocated underground within a Public Right of Way of the City, and the user currently occupies the same Public Right of Way, in which case the user shall relocate its facilities underground concurrently with the other affected utilities to minimize disruption of the Public Right of Way, absent any extraordinary circumstances or undue hardship as determined by the City and consistent with applicable state and federal law, or unless otherwise provided in a separate agreement with the City.

c. The operations of the City pursuant to its police power or other governmental entity in or upon the public rights of way, or

d. The public safety, welfare and health, but in no event to accommodate a third party project unless expressly agreed to by the user being asked to remove, relocate, change or

alter.

(17) Removal of Unauthorized Facilities. Within sixty (60) days following written notice from the City, any user that owns, controls or maintains any unauthorized facility or related appurtenances within the Public Rights of Way of the City shall, at its own expense, remove the facilities or appurtenances from the Public Rights of Way of the City. A system or facility is unauthorized and subject to removal in the following circumstances:

- a. One (1) year after the expiration or termination of the user's franchise.
- b. Upon abandonment of a facility within the Public Rights of Way. A facility will be considered abandoned when it is deactivated, out of service, or not used for its intended and authorized purpose for a period of one (1) year or longer. A facility will not be considered abandoned if it is temporarily out of service during performance of repairs or if the facility is being replaced. If the City suspects a facility is abandoned, it shall contact the facility owner before taking any action to remove the facility.
- c. If the system or facility was constructed or installed without the appropriate prior authority at the time of installation.
- d. If the system or facility was constructed or installed at a location not permitted by the grantee's permit.

(18) Coordination of Construction Activities. All users with facilities in the Public Rights of Way should make a good faith effort to cooperate with other users and the City to coordinate construction activities that disturb the Public Right of Way so as to minimize public inconvenience, disruption or damages.

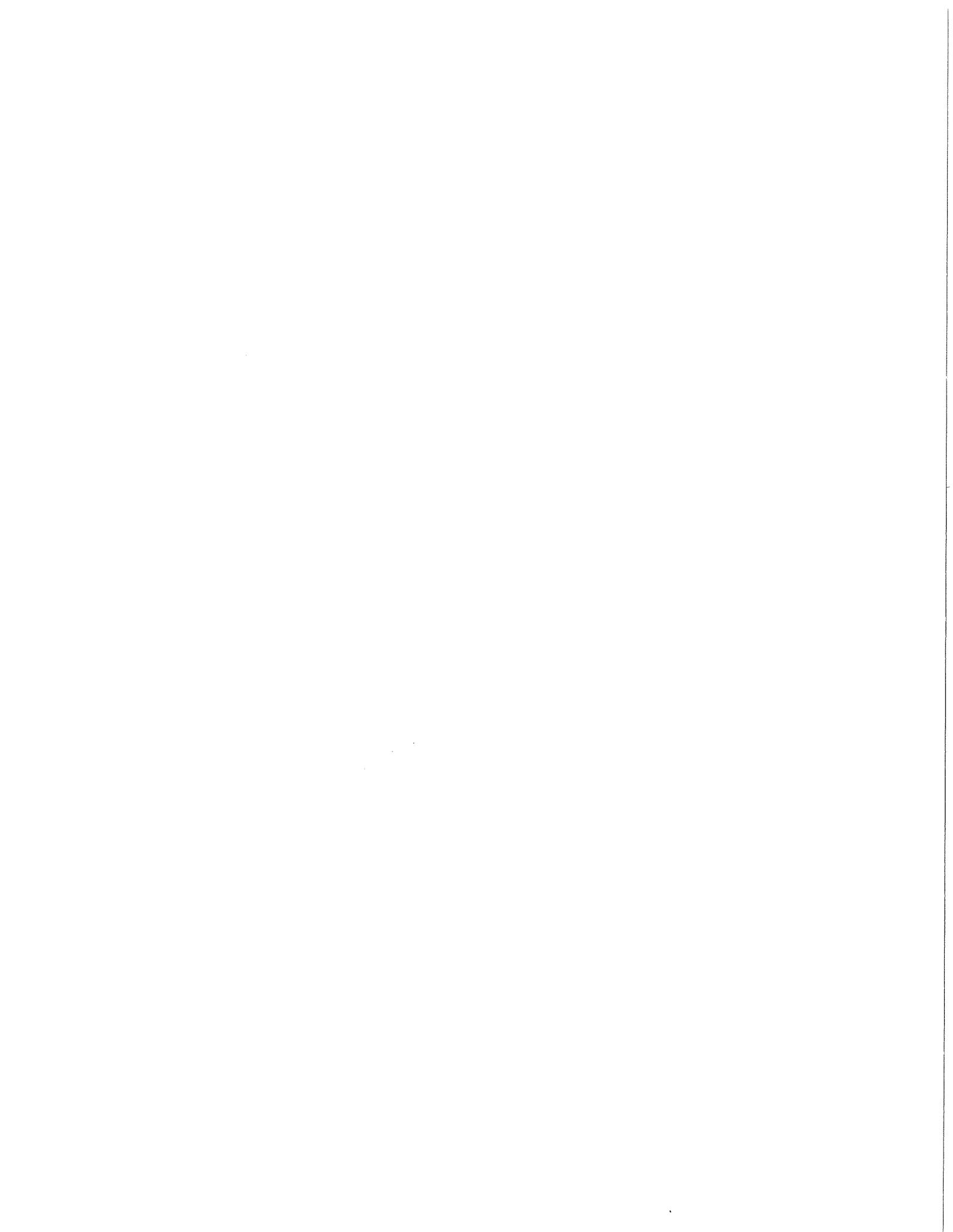
ADOPTED by the City Council this 10th day of November, 2014.

APPROVED by the Mayor this 10th day of November, 2014.

Tom Cramblett, Mayor

ATTEST:

Kathy Woosley, City Recorder



BLANKET VOUCHER APPROVAL

PAGE NO. 1

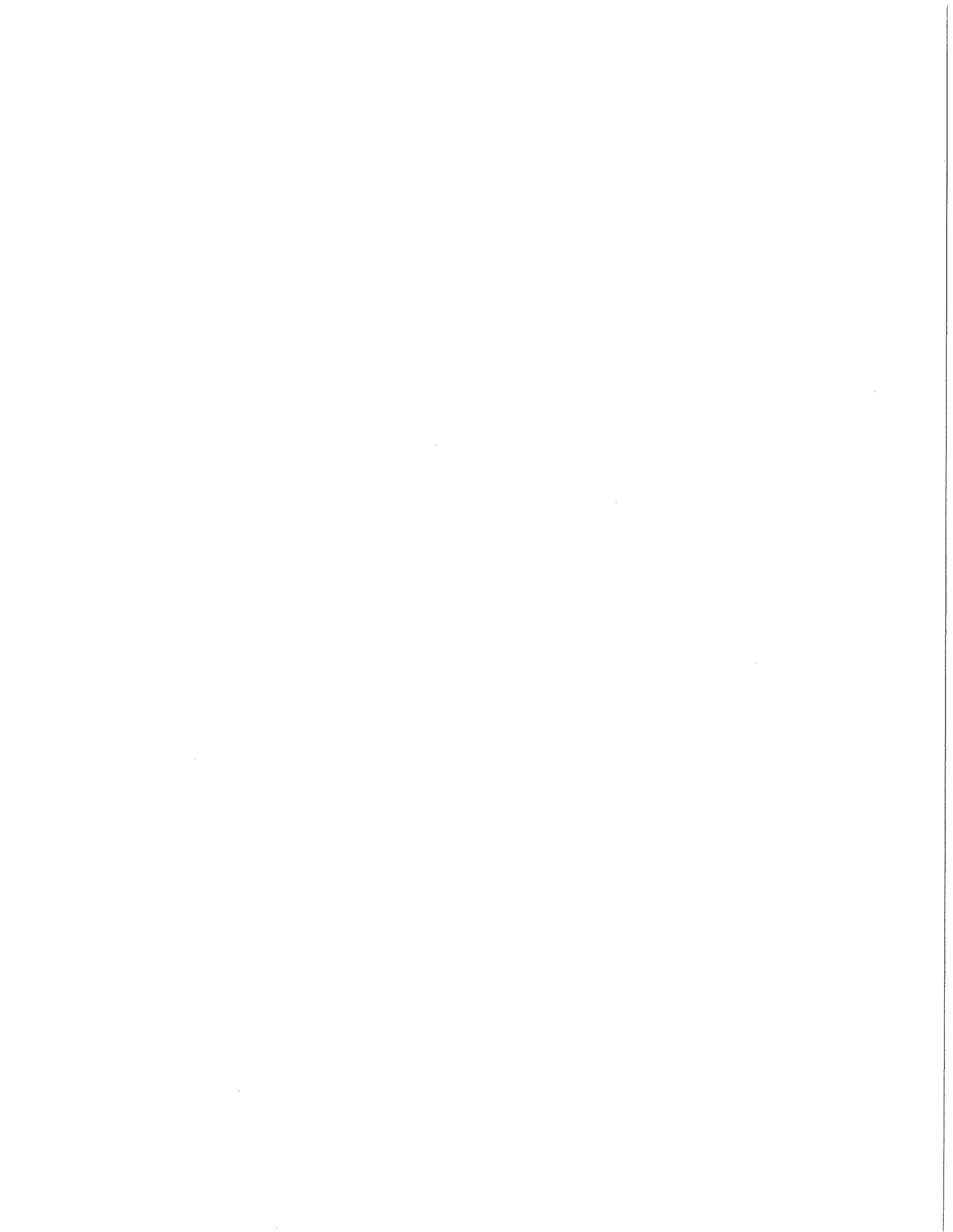
DEPARTMENT: CITY OF CASCADE LOCKS
COVER SHEET AND SUMMARY

DATE:	DESCRIPTION:	AMOUNT:
10/31/2014	PR	\$ 35,464.40
10/30/2014	A/P	\$ 88,466.43

GRAND TOTAL \$ 123,930.83

APPROVAL:

Mayor



Report Criteria:
Report type: GL detail

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
5236	10/14	10/30/2014	6839	81579966	Bound Tree Medical, LLC	Meds	0540562351	181.67
Total 5236:								
5237	10/14	10/30/2014	580	008	CARR, SHIRLEY	Brochure Delivery	0840562101	500.00
Total 5237:								
5238	10/14	10/30/2014	790	313230273 1	CENTURYLINK	Fire Department Phones	0540562050	137.05
5238	10/14	10/30/2014	790	313401451 1	CENTURYLINK	Sewer Treatment plan	3140562050	116.03
5238	10/14	10/30/2014	790	313470082 1	CENTURYLINK	City Hall Phones	0140162050	384.52
5238	10/14	10/30/2014	790	313785538 1	CENTURYLINK	telemetry	2140562050	125.22
5238	10/14	10/30/2014	790	313785538 1	CENTURYLINK	telemetry	3140562050	125.21
5238	10/14	10/30/2014	790	313891134 1	CENTURYLINK	Emergency After Hours	5140562050	54.84
5238	10/14	10/30/2014	790	313891134 1	CENTURYLINK	Emergency After Hours	5140562050	13.70
5238	10/14	10/30/2014	790	314228414 1	CENTURYLINK	Lift Station	3140562050	37.28
5238	10/14	10/30/2014	790	320153997 1	CENTURYLINK	well house dialer	2140562050	7.83
Total 5238:								
5239	10/14	10/30/2014	820	60075	CH2M HILL ENGINEERS INC.	Engineering Services	3140562700	1,001.68
Total 5239:								
5240	10/14	10/30/2014	1120	A68918	COLUMBIA HARDWARE, LLC	stain	0140462520	35.48
5240	10/14	10/30/2014	1120	A69463	COLUMBIA HARDWARE, LLC	key	5140562810	11.43
5240	10/14	10/30/2014	1120	A70077	COLUMBIA HARDWARE, LLC	Misc supplies	5140562810	8.99
Total 5240:								
5241	10/14	10/30/2014	1260	OCTOBER 2	COSTCO WHOLESALE MEMBER	Membership renewal	0121010	55.90
Total 5241:								
5242	10/14	10/30/2014	4910	100086506 1	Dale & Darla Davis	Refund Deposit	5121130	165.00
Total 5242:								
								212.82

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 5242:								212.82
5243	10/14	10/30/2014	1530	9217 10/14	DISH NETWORK	Programming	4140562740	400.00
Total 5243:								400.00
5244	10/14	10/30/2014	1760	ORHOD3856	FASTENAL	Parts for backhoe	2140562560	5.40
5244	10/14	10/30/2014	1760	ORHOD3856	FASTENAL	Parts for backhoe	5140562810	5.41
Total 5244:								10.81
5245	10/14	10/30/2014	2020	1227772	GENERAL PACIFIC INC.	cross arm, insulators and lamps	5140562770	725.20
5245	10/14	10/30/2014	2020	1227772	GENERAL PACIFIC INC.	cross arm, insulators and lamps	5140562800	144.00
Total 5245:								869.20
5246	10/14	10/30/2014	6854	101514	Gordon Zimmerman	OM/EU Annual Conference	5140562020	50.96
5246	10/14	10/30/2014	6854	101514-2	Gordon Zimmerman	travel to O of U for design charrette	0140162020	88.20
Total 5246:								139.16
5247	10/14	10/30/2014	2180	9559793048	GRAINGER	Peel of china marker	0540562010	19.02
5247	10/14	10/30/2014	2180	9560021801	GRAINGER	traffic signs	0540562440	183.90
Total 5247:								202.92
5248	10/14	10/30/2014	2420	7611	HOOD RIVER CO. - FINANCE	Oct 2014 Deputy Service	0141962250	8,217.50
Total 5248:								8,217.50
5249	10/14	10/30/2014	2570	10141011	HOOD RIVER NEWS	Public Hearing Notice HRN	0540562030	84.00
Total 5249:								84.00
5250	10/14	10/30/2014	6914	101614	John Stipan	reimburse mileage	0340562020	6.54
5250	10/14	10/30/2014	6914	101614	John Stipan	reimburse mileage	2140562020	6.54
5250	10/14	10/30/2014	6914	101614	John Stipan	reimburse mileage	3140562020	6.52

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 5250:								
5251	10/14	10/30/2014	3150	101514	MARIANNE BUMP	Reimburse Mileage	0140162020	44.80
Total 5251:								
5252	10/14	10/30/2014	3160	102914	MARIANNE BUMP/PETTY CASH	Reimburse Petty Cash	0140462520	1.70
5252	10/14	10/30/2014	3160	102914	MARIANNE BUMP/PETTY CASH	Reimburse Petty Cash	0140462542	27.00
Total 5252:								
5253	10/14	10/30/2014	3360	102114	Megan Webb	Reimburse expenses for caselle confere	0140162020	51.08
Total 5253:								
5254	10/14	10/30/2014	4910	400274603 1	Mike Baumgartner	Refund Deposit	5121130	278.69
Total 5254:								
5255	10/14	10/30/2014	6898	416075	Moen Machinery	parts	2140562560	91.62
5255	10/14	10/30/2014	6898	416075	Moen Machinery	parts	3140562560	91.61
Total 5255:								
5256	10/14	10/30/2014	3970	17716	OAWU	Annual EOY Conference	2140562020	285.00
5256	10/14	10/30/2014	3970	17716	OAWU	fall 2014 water short school	3140562020	285.00
5256	10/14	10/30/2014	3970	17716	OAWU	Annual EOY Conference	3140562020	285.00
Total 5256:								
5257	10/14	10/30/2014	4020	ME115251	ODOT-FUEL SALES	Fuel	0140462530	70.61
5257	10/14	10/30/2014	4020	ME115251	ODOT-FUEL SALES	Fuel	0340562530	130.33
5257	10/14	10/30/2014	4020	ME115251	ODOT-FUEL SALES	Fuel	0540562420	974.84
5257	10/14	10/30/2014	4020	ME115251	ODOT-FUEL SALES	Fuel	0840562420	9.14
5257	10/14	10/30/2014	4020	ME115251	ODOT-FUEL SALES	Fuel	2140562530	388.22
5257	10/14	10/30/2014	4020	ME115251	ODOT-FUEL SALES	Fuel	3140562530	179.71
5257	10/14	10/30/2014	4020	ME115251	ODOT-FUEL SALES	Fuel	5140562200	1,342.57
5257	10/14	10/30/2014	4020	ME115251	ODOT-FUEL SALES	Fuel	5140562200	218.50

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 5257:								3,293.92
5258	10/14	10/30/2014	4500	OCTOBER 2	PAGEONE NORTHWEST	Airtme Service Fee/Paging Service	5140562110	143.76
5258	10/14	10/30/2014	4500	OCTOBER 2	PAGEONE NORTHWEST	Airtme Service Fee/Paging Service	5140562110	35.94
Total 5258:								179.70
5259	10/14	10/30/2014	4810	14664	PRINT IT	Name Plates	0140162010	12.00
Total 5259:								12.00
5260	10/14	10/30/2014	6780	18914491	Ricoh Americas Corporation	Lease	0140162120	236.80
Total 5260:								236.80
5261	10/14	10/30/2014	5480	4650	SPECIALTY ENGINEERING, INC. (ESG	repair reclosure	5141562009	3,062.17
Total 5261:								3,062.17
5262	10/14	10/30/2014	5510	8031621216	STAPLES CONTRACT & COMMERCIA	Office Supplies	0140162010	50.18
5262	10/14	10/30/2014	5510	8031798655	STAPLES CONTRACT & COMMERCIA	toner and paper	0140162010	142.89
Total 5262:								193.07
5263	10/14	10/30/2014	5650	132591	T & R ELECTRIC SUPPLY CO.	25 KVA Single Phase Pole Mount	5140562780	964.00
5263	10/14	10/30/2014	5650	132592	T & R ELECTRIC SUPPLY CO.	50 KVA Single Phase Pole Mount	5140562780	1,428.00
Total 5263:								2,392.00
5264	10/14	10/30/2014	6070	901699	TWGW, INC NAPA AUTO PARTS	squegee	5140562201	5.69
Total 5264:								5.69
5265	10/14	10/30/2014	6110	NOVEMBER	U.S. POSTAL SERVICE	UB Postage	0140162055	273.70
Total 5265:								273.70
5266	10/14	10/30/2014	6350	0266124-IN	WAGNER-SMITH EQUIPMENT	pass sequence indicator	5140569700	323.45

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 5266:								
5267	10/14	10/30/2014	6855	6225	WaNaPa Room Inc	Boxed Lunchs CoFU	0140862020	552.00
Total 5267:								
5268	10/14	10/30/2014	6913	11387	Williamette Fence Co., Inc.	Port Lift Station Fence Repair	3140562560	1,704.00
Total 5268:								
5269	10/14	10/30/2014	6690	101714	WOOSLEY, KATHY	Reimburse Mileage	0140162020	28.56
Total 5269:								
10301401	10/14	10/30/2014	6080	OCTOBER 2	U S BANK	Bank Fees	0140162110	259.30
Total 10301401:								
10301402	10/14	10/30/2014	440	SEP14-PWR	BPA	Power Bill	5140562820	39,431.00
10301402	10/14	10/30/2014	440	SEP14-PWR	BPA	Power Bill	5140662820	7,682.00
Total 10301402:								
10301403	10/14	10/30/2014	440	SEP14-TRNO	BPA	Transmission Bill	5140562821	5,356.00
10301403	10/14	10/30/2014	440	SEP14-TRNO	BPA	Transmission Bill	5140662821	1,044.00
Total 10301403:								
10301404	10/14	10/30/2014	6090	2305 10/14	U S BANK CC	conference lodgin	0140162020	357.02
10301404	10/14	10/30/2014	6090	2305 10/14	U S BANK CC	tools	0340562560	29.80
10301404	10/14	10/30/2014	6090	2305 10/14	U S BANK CC	tools	2140562560	19.98
10301404	10/14	10/30/2014	6090	2305 10/14	U S BANK CC	tools	2140562560	29.80
10301404	10/14	10/30/2014	6090	2305 10/14	U S BANK CC	tools	5140562800	22.31
Total 10301404:								
10301405	10/14	10/30/2014	6090	2974 10/14	U S BANK CC	ipad data plan	0540562050	14.99

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 10301405:								
10301406	10/14	10/30/2014	6090	8773 10/14	U S BANK CC	LOC Conference	0140862020	51.92 M
10301406	10/14	10/30/2014	6090	8773 10/14	U S BANK CC	ska county chamber of commerce	0840562020	60.00 M
Total 10301406: 111.92								
10301407	10/14	10/30/2014	6090	4393 10/14	U S BANK CC	toner for megans printer	0140162010	103.99 M
10301407	10/14	10/30/2014	6090	4393 10/14	U S BANK CC	tools	0140162010	115.22 M
10301407	10/14	10/30/2014	6090	4393 10/14	U S BANK CC	conference lodgin	0140162020	417.23 M
10301407	10/14	10/30/2014	6090	4393 10/14	U S BANK CC	conference lodgin	0140862020	354.72 M
Total 10301407: 991.16								
Grand Totals: 88,466.43								

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-21010	165.00	12,041.42-	11,876.42-
01-401-62010	424.28	.00	424.28
01-401-62020	986.89	.00	986.89
01-401-62050	384.52	.00	384.52
01-401-62055	273.70	.00	273.70
01-401-62110	259.30	.00	259.30
01-401-62120	236.80	.00	236.80
01-404-62520	37.18	.00	37.18
01-404-62530	70.61	.00	70.61
01-404-62642	27.00	.00	27.00
01-408-62020	958.64	.00	958.64
01-419-62250	8,217.50	.00	8,217.50
03-21010	.00	166.67-	166.67-
03-405-62020	6.54	.00	6.54
03-405-62530	130.33	.00	130.33
03-405-62560	29.80	.00	29.80
05-21010	.00	1,595.47-	1,595.47-
05-405-62010	19.02	.00	19.02
05-405-62030	84.00	.00	84.00
05-405-62050	152.04	.00	152.04
05-405-62351	181.67	.00	181.67
05-405-62420	974.84	.00	974.84
05-405-62440	183.90	.00	183.90
08-21010	.00	569.14-	569.14-
08-405-62020	69.14	.00	69.14
08-405-62101	500.00	.00	500.00
21-21010	.00	939.61-	939.61-
21-405-62020	291.54	.00	291.54
21-405-62050	133.05	.00	133.05
21-405-62530	368.22	.00	368.22
21-405-62560	146.80	.00	146.80
31-21010	.00	10,188.69-	10,188.69-
31-405-62020	576.52	.00	576.52
31-405-62050	278.52	.00	278.52
31-405-62530	179.71	.00	179.71
31-405-62560	1,795.61	.00	1,795.61
41-21010	7,358.33	.00	7,358.33
	.00	400.00-	400.00-

GL Account	Debit	Credit	Proof
41-405-62740	400.00	.00	400.00
51-21010	.00	62,566.43-	62,566.43-
51-21130	491.51	.00	491.51
51-405-62020	50.96	.00	50.96
51-405-62050	54.84	.00	54.84
51-405-62110	143.76	.00	143.76
51-405-62200	1,342.57	.00	1,342.57
51-405-62201	5.69	.00	5.69
51-405-62770	725.20	.00	725.20
51-405-62780	2,392.00	.00	2,392.00
51-405-62800	166.31	.00	166.31
51-405-62810	25.83	.00	25.83
51-405-62820	39,431.00	.00	39,431.00
51-405-62821	5,356.00	.00	5,356.00
51-405-63700	323.45	.00	323.45
51-406-62050	13.70	.00	13.70
51-406-62110	35.94	.00	35.94
51-406-62200	218.50	.00	218.50
51-406-62820	7,682.00	.00	7,682.00
51-406-62821	1,044.00	.00	1,044.00
51-415-62009	3,062.17	.00	3,062.17
Grand Totals:	88,466.43	88,466.43-	.00

Report Criteria:
Report type: GL detail

AGENDA ITEM NO: 5.6.

CASCADE LOCKS STAFF REPORT

Date Prepared: November 4, 2014

For City Council Meeting on: November 10, 2014

TO: Honorable Mayor and City Council

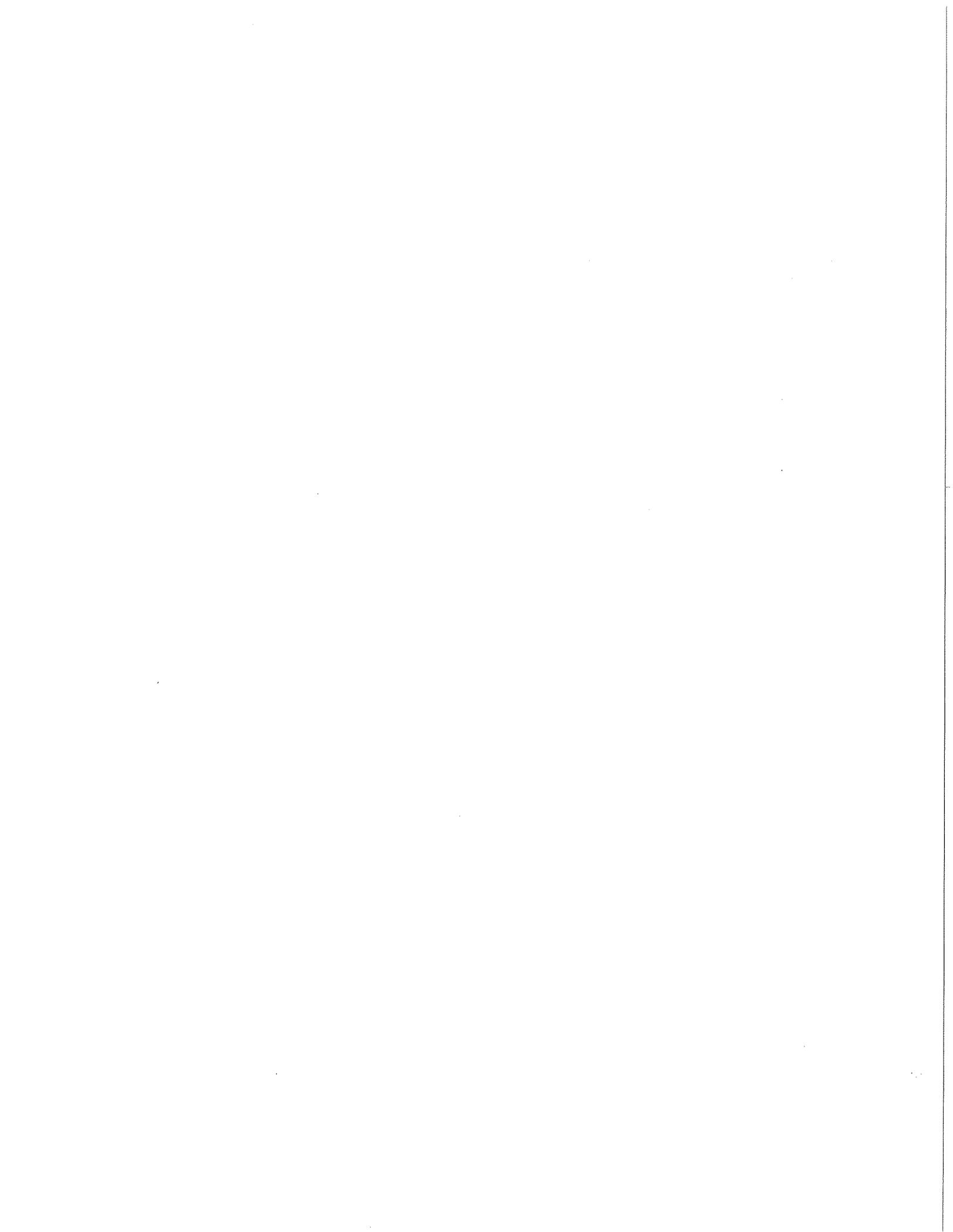
PREPARED BY: Gordon Zimmerman, City Administrator

SUBJECT: Second Reading of Ordinance No. 435 For City Right of Way Policy

SYNOPSIS: Please find the current iteration of the ordinance attached. There have been some grammatical improvements.

A public hearing was held on October 27 to receive comments from the public and interested parties. We did have some further discussion with CenturyLink concerning the ordinance. Please see the email from the City Attorney outlining the changes. There was no substantive change from what was presented to the Council during the last meeting.

This is the second reading of this ordinance.



Gordon Zimmerman

From: Alexandra Sosnkowski <sosnkowski@gorge.net>
Sent: Tuesday, November 04, 2014 3:09 PM
To: 'Gordon Zimmerman'
Cc: 'Porter, Brandon'
Subject: ROW Ordinance/Century Link
Attachments: ORD435 Public Right of Way Management Final Changes 11.14.docx

Gordon—I spoke with Brandon Porter, legal counsel for Century Link, cc'd above, regarding sections C(5) and D(16)(b). The remaining issues pertained only to clarifying the language of those two subsections.

In C(5), I agreed that it was clearer to move the last phrase *"as the City may determine to be necessary, appropriate or useful in response to a public health or safety emergency"* to the beginning of the paragraph as shown below. This change makes it clear that the emergency circumstances are intended to apply to the entire provision, not just the latter part of the paragraph as it could be interpreted to mean.

In D(16)(b), I agreed that specifying that subsection (a) was intended to call out circumstances to which subsection (b) did not apply was also an acceptable modification that did not alter the scope and applicability of subsection (b). Change shown below.

I do not believe that either of these two changes are substantive changes; thus, the Council may proceed to the second reading by title only with these changes. I have attached the revised ordinance with those two changes highlighted.

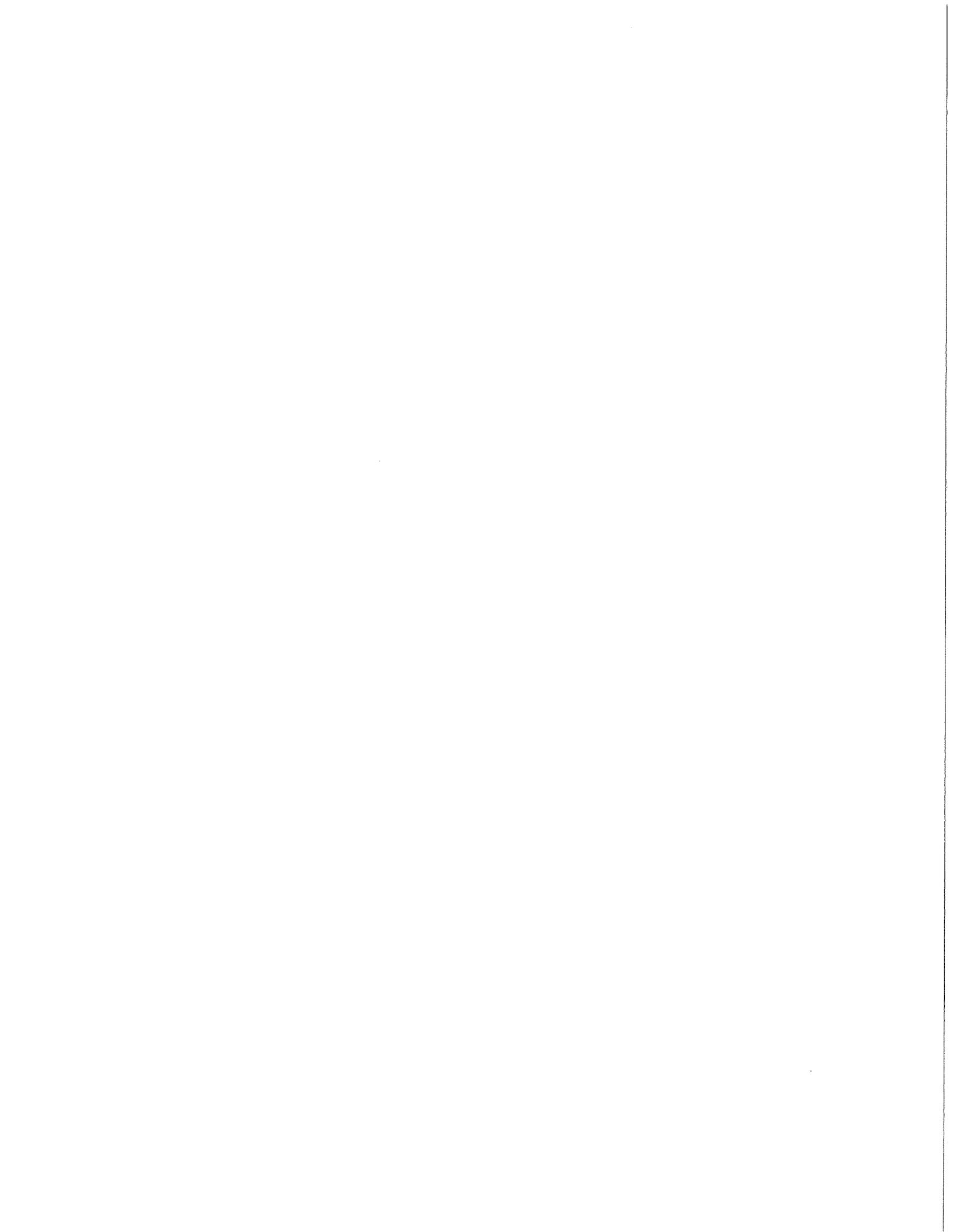
C(5) As the City may determine to be necessary, appropriate or useful in response to a public health or safety emergency, the City has the right and privilege to immediately require the person responsible, at its own expense, to move or otherwise adjust its facilities located within the Public Rights of Way, or, upon consultation with the utility, the City may with its own forces move or otherwise adjust such facilities, at the responsible person's expense.

D(16)(b) Except as provided in subsection (a) above, relocation of facilities underground whenever any new or existing facilities are located or relocated underground within a Public Right of Way of the City, and the user currently occupies the same Public Right of Way, in which case the user shall relocate its facilities underground concurrently with the other affected utilities to minimize disruption of the Public Right of Way, absent any extraordinary circumstances or undue hardship as determined by the City and consistent with applicable state and federal law, or unless otherwise provided in a separate agreement with the City.

Alex

Alexandra Sosnkowski
P.O. Box 1698
Hood River, OR 97031
541-490-3199 (ph)
sosnkowski@gorge.net

Sosnkowski & Cleaveland LLC
Local government and municipal law



ORDINANCE NO. 435

AN ORDINANCE ASSERTING JURISDICTION OVER CITY RIGHT OF WAY AND PROVIDING FOR THE UNIFORM MANAGEMENT OF THE USE OF THE RIGHT OF WAY FOR UTILITIES

WHEREAS, the City of Cascade Locks desires, through its regulatory authority, to assert its authority over public rights of way and provide for a system of managing the use of the public rights of way through for users (as defined below) of the right of way;

WHEREAS, as a result of litigation challenging cities' authority over their public rights of way, courts have consistently upheld a city's regulatory authority to manage public rights of way when the laws are of general applicability;

WHEREAS, there are users of the right of way over whom the City currently does not have regulatory control due to the lack of appropriate ordinances;

WHEREAS, this Ordinance does not negate the City's authority to require any user of the right of way to enter into a franchise agreement with the City; and

WHEREAS, the purposes of this ordinance are to:

- A. Comply with the provisions of the 1996 Telecommunications Act as they apply to local governments, telecommunications carriers and the services those carriers offer;
- B. Permit and manage reasonable access to the public rights of way of the City for users of the right of way on a competitively neutral basis and conserve the limited physical capacity of those public rights of way held in trust by the City;
- C. Assure that the City has the ongoing ability to regulate private access to and the use of the public rights of way;
- D. Assure that all users of the right of way providing facilities and/or services within the City, or passing through the City, comply with the ordinances, rules and regulations of the City;
- E. Assure that the City can continue to fairly and responsibly protect the public health, safety and welfare of its citizens;
- F. Enable the City to discharge its public trust consistent with the rapidly evolving federal and state regulatory policies, industry competition, and technological development.

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

- A. **Short Title.** This Ordinance may be referred to as the "Public Right of Way Management Ordinance."

B. Definitions. For the purpose of this Ordinance the following terms, phrases, words and their derivations shall have the meaning given below. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number and words in the singular number include the plural number. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined in this Ordinance shall be given the meaning set forth in the Communications Policy Act of 1934, the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996, all as they have been amended from time to time. References to statutory or regulatory provisions include any amendments thereto, unless otherwise indicated. If not defined there, the words shall be given their common and ordinary meaning.

"Aboveground Facilities" - see "Overhead Facilities."

"Affiliated Interest" has the same meaning as ORS 759.010.

"Cable Facilities or System" means the plant and equipment, other than customer premises equipment, used by a cable service provider.

"Cable Service" is to be defined consistent with federal laws and means the one-way transmission to subscribers of video programming, or other (such as music) programming service, and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

"City" means the City of Cascade Locks, an Oregon municipal corporation, and individuals authorized to act on the City's behalf.

"City Council" means the elected governing body of the City of Cascade Locks, Oregon.

"City Property" means and includes all real property owned by the City, other than public rights of way and utility easements as those are defined in this Ordinance, and all property held in a proprietary capacity by the City, which are not subject to right of way franchising as provided in this Ordinance.

"Communications Facilities or System" means the plant and equipment, other than customer premises equipment, used by a communications service provider.

"Communications Provider" means any provider of communications services, whether the providers directly or indirectly owns, controls, operates or manages communications facilities within the City.

"Communications Service" means any service provided for the purpose of transmission of information including, but not limited to, voice, video, or data, without regard to transmission

protocol employed, whether or not the transmission medium is owned by the provider itself or whether or not the transmission medium is wireline. Communications service includes all forms of telephone services and voice, video, data or information transport, but does not include: (1) cable service; (2) open video system service, as defined in 47 CFR 76; (3) private communications system services provided without using public rights of way; (4) over the air radio or television broadcasting to the public at large from facilities licensed by the Federal Communications Commission; and (5) any direct-to-home satellite services within the meaning of Section 602 of the Telecommunications Act.

“Conduit” includes but is not limited to any structure, or portion thereof, containing one or more ducts, conduits, manholes, hand-holes, vaults, bolts, or other facilities used for any telegraph, telephone, cable television, electrical, or communications conductors, or cable right of way, owned or controlled, in whole or in part, by one or more public utilities.

“Days” means calendar days unless otherwise specified.

“Duct” means a single enclosed raceway for conductors or cable.

“Facilit(y)ies” means any tangible component installed, maintained, or operated by user within the right of way. By way of example, the term includes but is not limited to any pole, wire, sensor, loop, light, stabilization or "guy" wire, anchor, pipe, conduit, line, main, duct, cable, wire, switch, transformer, valve, antennae or other equipment, including any equipment box or vault, located wholly or in part under, on, or above the surface of the ground within any right of way or easement. "Facilit(y)ies" also includes any time placed in the right of way for the purpose of providing electric power, natural gas, telephone communications, radio, cable television, internet access, sewer, water, storm sewer or other utility or similar service.

“Franchise” means the privilege granted by this Ordinance or another ordinance to use public rights of way and city-owned utility easements within the City for a dedicated purpose and for specific compensation.

“Gross Revenues”, for telecommunications carriers, is defined at ORS 221.515(2); to the extent the remainder of this paragraph is inconsistent with ORS 221.515(2), such language shall not apply to telecommunications carriers. For entities other than telecommunications carriers, “Gross Revenues” means all monthly service and franchise fees actually collected from Grantee’s customers within the quarter for Basic Cable Service and Communications Service. Gross Revenues also includes revenue from the sale or lease of excess capacity on Grantee’s cable or communications systems. Gross Revenues does not include revenues derived from installation, construction or connection work provided to Grantee’s customers; any taxes on services furnished by Grantee that are imposed directly on any customer by state or federal law and collected by Grantee on behalf of the state or federal jurisdiction imposing the tax; bad debts written off by Grantee in the normal course of its business; and any refunds rebates, or discounts made to Grantee’s customers or other third parties.

"Overhead Facilities" or "Aboveground Facilities" means utility poles, utility facilities and cable and communications facilities above the surface of the ground, including the underground supports and foundations for such facilities.

"Public Right(s) of Way" includes, but is not limited to, streets, roads, highways, bridges, alleys, sidewalks, trails, paths, public easements and all other public ways or areas, including subsurface and air space over these areas. For purposes of this Ordinance, this definition applies only to the extent of the City's right, title, interest or authority to grant permission to occupy and use these areas for utility facilities. "Public rights of way" also includes Utility Easements as defined below.

"Underground Facilities" means cable and communications facilities located under the surface of the ground, excluding the underground foundations or supports for "overhead facilities."

"User" means a person that performs work and/or has facilities within the City's right of way, whether or not the user has a permit and whether or not the facilities are authorized to be located in the right of way.

"Utility Easement" means any easement acquired, established, dedicated or devoted exclusively to the City for public utility purposes. A utility easement not exclusively owned and controlled by the City is not a "Utility Easement" under this Ordinance.

"Utility facilities" means those overhead or underground facilities of a user.

C. Jurisdiction and Management of Public Rights of way.

(1) The City has jurisdiction and exercises regulatory management over all Public Rights of Way within the city and authority of the city charter, ordinances, and state law.

(2) The City has jurisdiction and exercises regulatory management over Public Rights of Way whether the City has a fee, easement, or other legal interest in the right of way. The City has jurisdiction and regulatory management of each Public Right of Way whether the legal interest in the Public Right of Way was obtained by grant, dedication, prescription, reservation, condemnation, annexation, foreclosure or other means in accordance with applicable law.

(3) No person shall occupy or encroach on a Public Right of Way without the permission of the City. The City grants permission to use Public Rights of Way by franchises, licenses and permits.

(4) The exercise of jurisdiction and regulatory management of a right of way by the City is not official acceptance of the right of way, and does not obligate the City to maintain or repair any part of the right of way.

(5) As the City may determine to be necessary, appropriate or useful in response to a public health or safety emergency, the City has the right and privilege to immediately require the

person responsible, at its own expense, to move or otherwise adjust its facilities located within the Public Rights of Way, or, upon consultation with the utility, the City may with its own forces move or otherwise adjust such facilities, at the responsible person's expense.

D. Construction Standards and Permits

(1) General Construction Standards. No person shall commence or continue with the construction, installation, or operation of any facilities within a Public Right of Way except as provided in this Ordinance, and consistent with all applicable codes, rules, and regulations.

(2) Construction Codes. Facilities shall be constructed, installed, operated and maintained in accordance with all applicable federal, state and local codes, rules and regulations including the National Electrical Code and the National Electrical Safety Code.

(3) Construction Permits. No person shall construct or install any facilities within a Public Right of Way without first obtaining a construction permit, and paying any applicable construction permit fee, the amount of which is set by Resolution of the Council. No permit shall be issued for the construction or installation of facilities within a Public Right of Way without having first applied for and received a franchise, except in extenuating circumstances and with the City's written permission.

(4) Permit Applications. Applications for permits to construct, install or modify facilities within a Public Right of Way shall be submitted to the City upon forms to be provided by the City and shall be accompanied by documentation, drawings, plans and specifications in sufficient detail to demonstrate:

a. That the facilities will be constructed or installed in accordance with all applicable codes, rules and regulations.

b. That the facilities will be constructed or installed in accordance with the franchise agreement.

c. The location and route of the facilities, if any, to be installed aboveground or on existing utility poles.

d. The location and route of all facilities on or in the public rights of way to be located under the surface of the ground, including the line and grade proposed for the burial at all points along the route which are within the public rights of way. Existing facilities shall be differentiated on the plans from new construction.

e. The location of all of user's existing underground utilities, conduits, ducts, pipes, mains and installations which are within the Public Rights of Way along the underground route proposed by the applicant. A cross section shall be provided showing new or existing facilities in relation to the street, curb, sidewalk or right of way.

f. The methods to be employed for protection of existing structures, fixtures, and facilities within or adjacent to the Public Rights of Way, and description of any improvements that the applicant proposes to temporarily or permanently remove or relocate.

g. The estimated cost of the work proposed.

(5) Construction Schedule. All permit applications shall be accompanied by a written schedule, which shall include a deadline for completion of the work. The schedule shall be subject to approval by the City.

(6) Issuance of Permit. If the application is approved, it may be approved subject to any further conditions, restrictions or regulations affecting the time, place and manner of performing the work as the City may deem necessary or appropriate.

(7) Notice of Construction. Except in the case of an emergency, the permittee shall notify the City not less than two (2) business days in advance of any excavation or construction in the Public Rights of Way.

(8) Compliance with Permit. All construction practices and activities shall be in accordance with the permit and approved final plans and specifications for the facilities. The City's representatives shall be provided access to the work site and any further information as they may require to insure compliance with the permit and plans or protection of the Public Right of Way.

(9) Noncomplying Work. Subject to the notice requirements in Section 12(c) below, all work which does not comply with the permit, the approved or corrected plans and specifications for the work, or the requirements of this Ordinance, shall be removed at the sole expense of the permittee unless other arrangement is agreed to by the City in writing. The City Administrator is authorized to stop work in order to assure compliance with the provisions of this Ordinance.

(10) Completion of Construction. The permittee shall promptly complete all construction activities so as to minimize disruption of the Public Rights of Way and other public and private property. All construction work within Public Rights of Way, including restoration, must be completed within 120 days of the date of issuance of the construction permit unless an alternate schedule is approved by the City.

(11) As-Built Drawings. The permittee shall furnish the City with two (2) complete sets of plans drawn to scale and certified to the City as accurately depicting the location of all permittee's facilities constructed pursuant to the permit, one set on paper and the other set in electronic format acceptable to the City, such as Autocad. If requested, these plans shall be submitted to the City Engineer within sixty (60) days of the request, in a format mutually acceptable to the permittee and City Engineer.

(12) Restoration of Public Rights of Way and City Property.

a. When a permittee, or any person acting on their behalf, does any work in or affecting any Public Rights of Way or City property, they shall, at their own expense, promptly remove any obstructions therefrom and restore the ways or property to good order and condition unless otherwise directed by the City Engineer, or unless otherwise specified by the permit.

b. If weather or other conditions do not permit the complete restoration required by this Section, the permittee shall temporarily restore and maintain the affected Public Rights of Way or property. Temporary restoration is at the permittee's sole expense and the permittee shall promptly undertake and complete the required permanent restoration when the weather or other conditions no longer prevent permanent restoration. Any corresponding modification to the construction schedule will be subject to approval by the City.

c. If the permittee fails to restore rights of way or property to good order and condition, the City shall give the permittee written notice and provide the permittee a reasonable period of time, generally not exceeding thirty (30) days, to restore the Public Rights of Way or other City-owned property. If the permittee fails thereafter to restore the Public Rights of Way or other City-owned property to good order and condition, the City may cause the restoration to be made at the expense of the permittee, and the permittee shall reimburse the City for such costs, including all labor and material costs and a reasonable administrative overhead fee.

d. A permittee or other person acting in its behalf shall use suitable barricades, flags, flagging attendants, lights, flares and other measures as required for the safety of all members of the general public and to prevent injury or damage to any person, vehicle or property by reason of the work in or affecting the Public Rights of Way or other City-owned property.

(13) Performance and Completion Bond. Unless waived by the City in writing, before construction is commenced within the Public Rights of Way, the permittee shall provide a performance bond or other form of surety acceptable to the City in an amount equal to at least 100% of the estimated cost of the work approved in the permit.

a. The surety shall remain in force until sixty (60) days after substantial completion of the work, as determined in writing by the City, including restoration of Public Rights of Way and other property affected by the construction.

b. The surety shall guarantee, to the satisfaction of the City:

i. Timely completion of construction;

- ii. Construction in compliance with applicable plans, permits, technical codes and standards;
- iii. Proper location of the facilities as specified by the City;
- iv. Restoration of the public rights of way and other property affected by the construction; and
- v. Timely payment and satisfaction of all claims, demands and liens for labor, material and services provided in connection with the work.

(14) Location of New Facilities. All new facilities must be placed underground within the Public Right of Way whenever any existing facilities are located underground within the same Public Right of Way, unless otherwise provided in a separate agreement with the City.

(15) Interference with the Public Rights of Way. No user may locate or maintain its facilities so as to unreasonably interfere with the use of the Public Rights of Way by the City, by the general public or by other persons authorized to use or be present in or upon the Public Rights of Way. All use of Public Rights of Way shall be consistent with City codes, ordinances and regulations and applicable state and federal law.

(16) Relocation or Removal of Facilities. Except in the case of an emergency as provided in Section C(5), within one hundred twenty (120) days following written notice from the City a user shall, at its own expense, temporarily or permanently (as specified by the City), remove, relocate, change or alter the position of any of its facilities within the Public Rights of Way whenever the City shall have determined that the removal, relocation, change or alteration is reasonably necessary for:

- a. The construction, repair, maintenance or installation of any City or other public improvement in or upon the Public Rights of Way, except where such construction, maintenance or installation is necessitated by a third party project, in which case such third party shall bear the removal, relocation, change and alteration costs.
- b. Except as provided in subsection "a" above, relocation of facilities underground whenever any new or existing facilities are located or relocated underground within a Public Right of Way of the City, and the user currently occupies the same Public Right of Way, in which case the user shall relocate its facilities underground concurrently with the other affected utilities to minimize disruption of the Public Right of Way, absent any extraordinary circumstances or undue hardship as determined by the City and consistent with applicable state and federal law, or unless otherwise provided in a separate agreement with the City.
- c. The operations of the City pursuant to its police power or other governmental entity in or upon the public rights of way, or

d. The public safety, welfare and health, but in no event to accommodate a third party project unless expressly agreed to by the user being asked to remove, relocate, change or alter.

(17) Removal of Unauthorized Facilities. Within sixty (60) days following written notice from the City, any user that owns, controls or maintains any unauthorized facility or related appurtenances within the Public Rights of Way of the City shall, at its own expense, remove the facilities or appurtenances from the Public Rights of Way of the City. A system or facility is unauthorized and subject to removal in the following circumstances:

- a. One (1) year after the expiration or termination of the user's franchise.
- b. Upon abandonment of a facility within the Public Rights of Way. A facility will be considered abandoned when it is deactivated, out of service, or not used for its intended and authorized purpose for a period of one (1) year or longer. A facility will not be considered abandoned if it is temporarily out of service during performance of repairs or if the facility is being replaced. If the City suspects a facility is abandoned, it shall contact the facility owner before taking any action to remove the facility.
- c. If the system or facility was constructed or installed without the appropriate prior authority at the time of installation.
- d. If the system or facility was constructed or installed at a location not permitted by the grantee's permit.

(18) Coordination of Construction Activities. All users with facilities in the Public Rights of Way should make a good faith effort to cooperate with other users and the City to coordinate construction activities that disturb the Public Right of Way so as to minimize public inconvenience, disruption or damages.

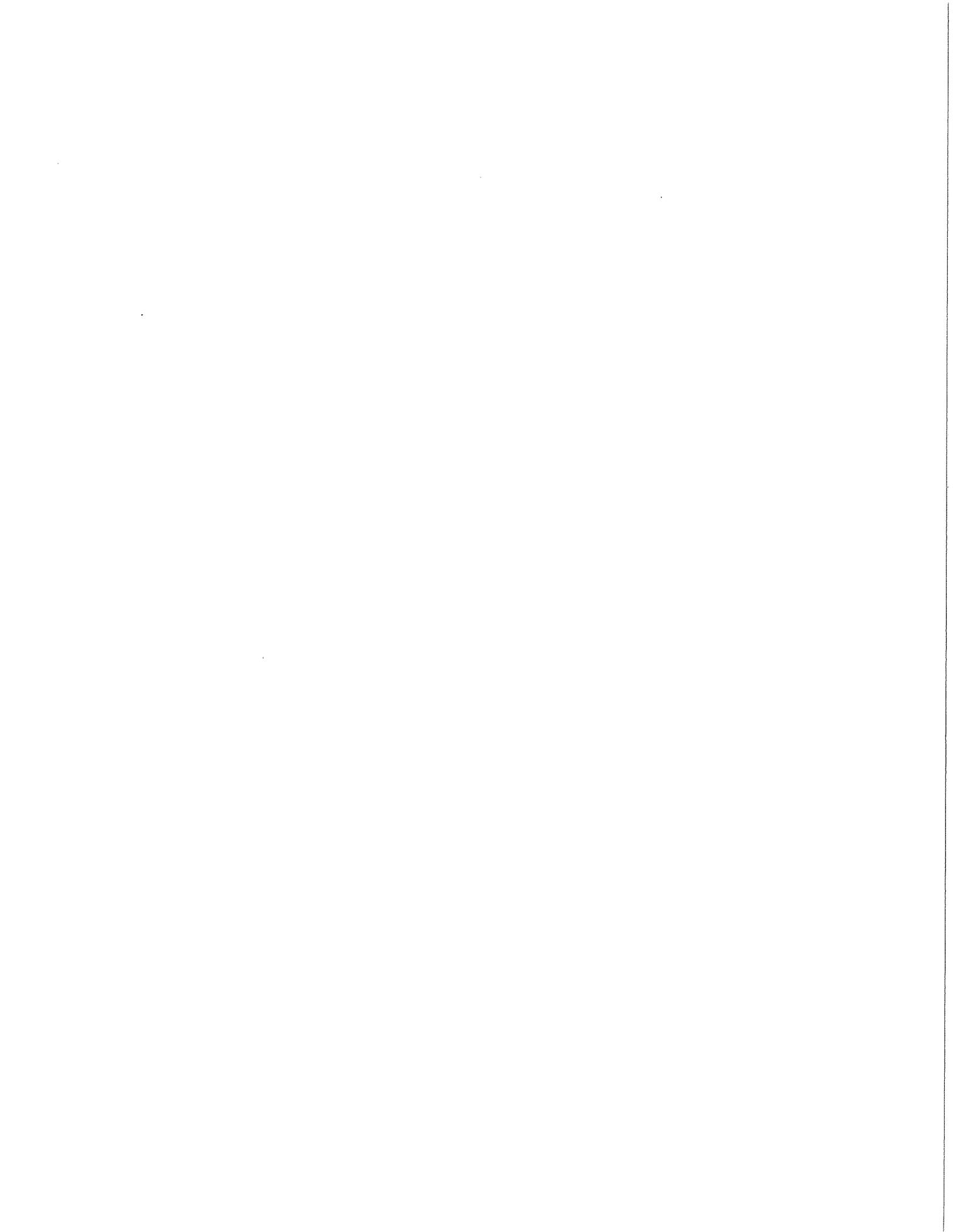
ADOPTED by the City Council this 10th day of November, 2014.

APPROVED by the Mayor this 10th day of November, 2014:

Tom Cramblett, Mayor

ATTEST:

Kathy Woosley, City Recorder



STAFF REPORT

Date Prepared: 10/31/14

For City Council Meeting on: 11/10/14

TO: Honorable Mayor and City Council

PREPARED BY: Kathy Woosley

APPROVED BY: Gordon Zimmerman, City Administrator

SUBJECT: Approve First Reading of Ordinance No. 437

SYNOPSIS: The Oregon Mortuary & Cemetery Board performed an onsite facility inspection and a document/records inspection for our cemetery. They requested an amendment to the ordinance to require a signature from the authorized representative prior to any disinterment of remains. They also sent a couple of new forms for our use when selling a plot and an authorization form. We have updated our process and included the new forms sent to us by the OMCB.

I have made changes to the ordinance that fits our processes and made the change to Section 6. as requested by the OMCB.

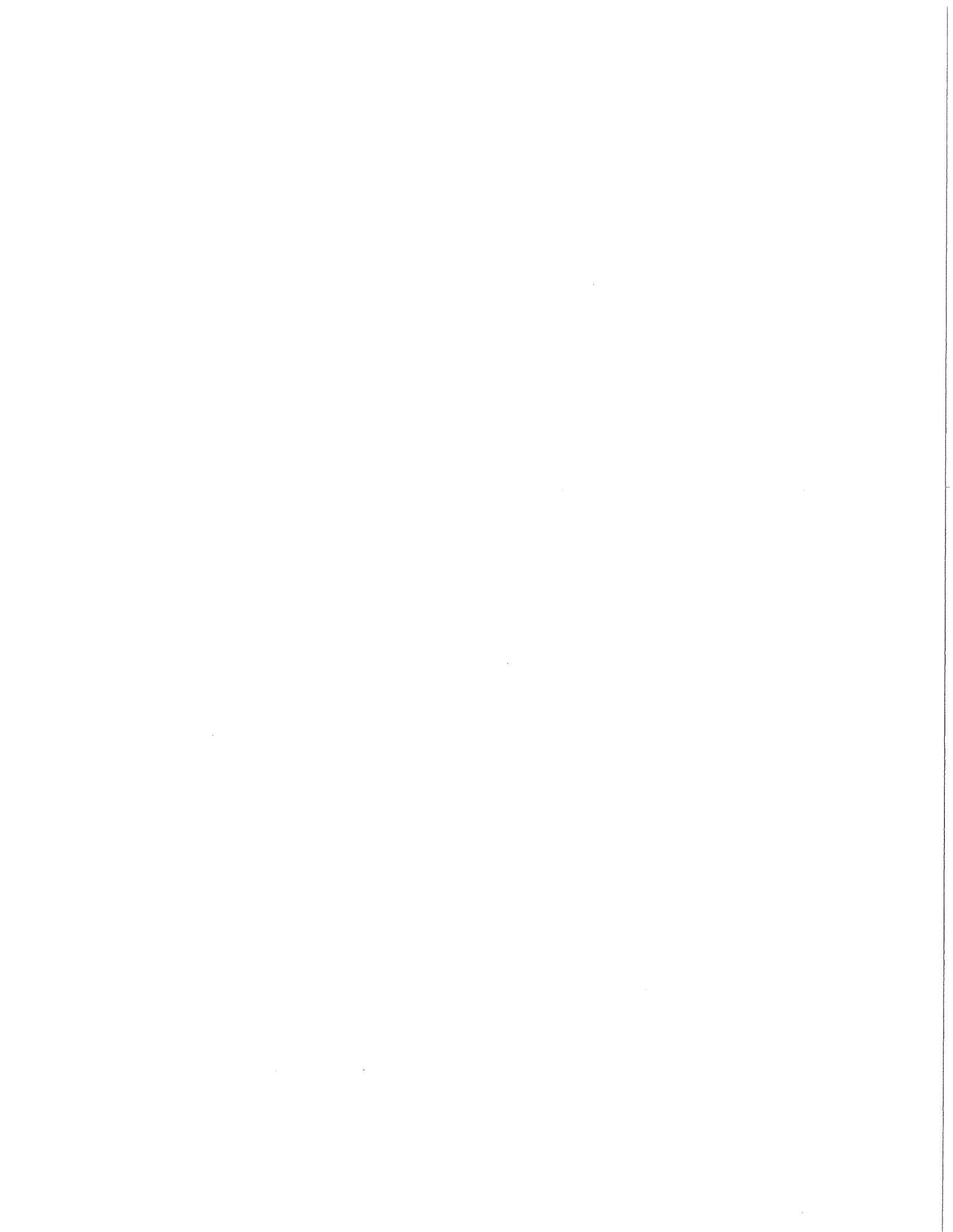
CITY COUNCIL OPTIONS:

1. Approve first reading of Ordinance No. 437.
2. Leave ordinance as is.

RECOMMENDATION: Have first reading and approve Ordinance No. 437.

Legal Review and Opinion: None necessary.

Financial review and status: None necessary.



ORDINANCE NO. 437

AN ORDINANCE PROVIDING FOR RULES AND REGULATIONS AND CONTROL CONCERNING CARE, PLACING OF MONUMENTS, PLANTING OF SHRUBS, GOVERNMENT, AND OPERATION OF CASCADE LOCKS CEMETERY OF CASCADE LOCKS, OREGON.

WHEREAS, the municipal cemetery of Cascade Locks is known as and has been assigned officially the name of Cascade Locks Cemetery, and

WHEREAS, it is the desire of the City of Cascade Locks, Oregon, to establish and conduct the Cascade Locks Cemetery in harmony with a modern and park like cemetery;

NOW, THEREFORE, the City of Cascade Locks, Hood River County, Oregon ordains as follows:

SECTION 1. Definitions. The following definitions will apply and be controlling in interpreting the effect and construction to be placed upon various portions of this ordinance.

- 1) The term cemetery is hereby defined to include a burial park for earth interments, a community mausoleum for vault and crypt interments.
- 2) Lot or burial space. The terms "lot" or "burial plot" shall be used interchangeably and shall apply with like effect to any one grave, any one crypt or vault, or to any one adjoining niche. Single grave spaces shall be at least four feet by eight feet by four feet depth.
- 3) Interment defined. The term "interment" shall mean the permanent disposition of the remains of a deceased person by cremation or inurnment, entombment or burial.
- 4) Memorial defined. The term "memorial" shall include a monument, marker, tablet, headstone, private mausoleum or tomb for family or individual use, tombstone, surface burial vault, urn, and crypt and niche plates.
- 5) Monument defined. The term "monument" shall include a tombstone or memorial of granite or other approved stone, which shall not extend above the surface or level of the ground.

SECTION 2. City Finance. The City shall receive, issue proper receipts for, and place in appropriate cemetery funds all monies due the City of Cascade Locks (hereinafter referred to as the "City") from the sale of lots, services furnished and from all other sources.

There shall be appointed a Cemetery Superintendent by the Mayor with Council approval, and he/she shall keep the following records in conjunction with the City Administration Department:

- a) A diagram of each lot sold in the cemetery and identified by number of block, number of lots, date sold and name and address of owner.
 - b) An index of lot numbers showing full name of the owner and lot and block number.
 - c) An interment record register containing a cumulative record of burials; showing the date of interment, the name, the place of death, name and address of funeral director, lot, block, and location of grave.
 - d) A lot ownership record containing copies of receipts issued at the time of sale of the lots.
- [The] City is authorized to collect a plot fee, as established from time to time by the City Council, for each transfer of ownership from the City to the purchaser.

SECTION 3. General Supervision of the Cemetery.

1) Subject to the order of the City Council, the Superintendent shall have absolute charge of the cemetery and is authorized to enforce the rules; to maintain order; to supervise all workmen, visitors, and drivers; to expel from the grounds any improper person or persons, or those who violate the rules; and to refuse admission to any person or materials when he/she may deem such action necessary. The Superintendent shall have and is hereby granted the powers of arrest for any and all violation of any of the provisions of this ordinance.

2) All lots are sold subject to the rules and regulations concerning this cemetery now in force or which may thereafter be adopted. No lots will be used for any other than burial of the human dead.

3) All work in the cemetery will be done under the direction of the Superintendent. Lots will be set to grass and mowed in season only.

4) No transfer of any lot, burial space or burial plot may be made to anyone; except that it may be resold to the City of Cascade locks at a price equal to 10 percent less per grave space than the price paid by the grantee.

5) No enclosure of any nature, such as fences, copings, hedges, or ditches, shall be allowed around any burial lot.

6) Grave mounts or mounds will not be allowed. No lot or lots shall be raised above the established grade. The grave will receive the same general care as other parts of the lawn, the grass being cut and the leaves and debris raked off at the time that the remainder of the lawn is cleaned.

7) The City shall take reasonable precaution to protect the plot owners and the property rights of plot owners within the cemetery from loss or damage; but it will not be liable, and it distinctly disclaims all responsibility for loss or damage caused by the elements, an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or order of any military or civil authority, whether the damage be direct or collateral, other than as herein provided.

8) It shall be the duty of the plot owner to notify the City Administration Office of any change of their mailing address. Notice sent to a plot owner at the last address on file in the office of the City shall be considered sufficient and proper legal notification.

9) All fittings, adornment, urns, inscriptions, and/or arrangements are hereby declared to be subject to the approval and control of, and acceptance or rejection by, the Superintendent under the direction of the Council.

10) No flower receptacles may be placed on any lot [or] plot, unless of metal of approved material, size, and design, and set level with the established grade.

11) If boxes, shells, toys, metal designs, ornaments, chairs, settees, vases, glass, wood, or iron cases, and similar articles are placed upon lots, the Superintendent reserves the right to remove the same.

SECTION 4. Flowers and Shrubs.

1) Cut flowers will be removed from the grave at the discretion of the Superintendent, and in no event shall they be left thereon longer than two weeks. As soon as practicable after the flowers are removed from a new grave, the earth shall be settled and restored to conform to the surrounding surface of the cemetery.

2) No trees, shrubs, or plants shall be planted, pruned, or removed without the consent of the Superintendent. Acting for the best interests of the cemetery, the Superintendent shall have authority to prune, remove, or transplant any tree, shrub, plant, or anything upon a lot or plot when he/she may consider such a course necessary.

SECTION 5. Monuments and Markers.

- 1) Under no conditions shall upright monuments be allowed within the plotted cemetery area as administered by the City.
- 2) Every tombstone shall be erected upon a solid concrete foundation with a mixture of not less than four parts sand and gravel to one part cement, and must be no less than eight inches in the ground and otherwise of sufficient size and depth in ground to permanently support a tombstone, said foundation to exceed the size of said monument at least six inches on all sides; and the Superintendent or his/her assistant shall supervise the placing and setting of tombstones, unless written permission otherwise is given by Superintendent and filed with the City.
- 3) All tombstones must be good grade granite or bronze, or other approved stone. No temporary grave markers will be installed or erected if the same will in any manner interfere with the mowing, care, or other maintenance of said cemetery, or any part thereof.
- 4) Before any private vault, tomb, sarcophagus, mausoleum, and/or columbarium is erected, a sum of money estimated by the City Council to be sufficient to yield an income for the proper care of such structure in a proper manner must be deposited with the City.
- 5) The City will exercise all possible care to protect raised lettering, carving, or ornaments on any memorial or other structure on any lot, but it disclaims responsibility for any damage or injury whatever.
- 6) No material shall be allowed to remain in longer than is reasonably necessary for any construction work. No work shall be started on Saturday which cannot be completed on that day. No heavy teaming or trucking will be allowed in wet weather.
- 7) If any monument, effigy, or structure whatever, or any inscription or sign be placed upon any lot which the Superintendent shall decide to be offensive, unsightly, or improper, the City or Superintendent reserves the right to remove the same from the cemetery grounds. A private mausoleum or like structure, must be first approved by the City Council.

SECTION 6. Interments and Removals.

- 1) No interment will be permitted or body received unless the proper certificate is furnished giving the name and residence of the deceased, the name of the nearest relative, and the time and place of death. Twelve hours' daylight notice must be given before any interment.
- 2) Liner or vault must be used.
- 3) Only one casket shall be interred in a grave.
- 4) No permit shall be issued unless all monies due the City have been paid. The burial permit must be filed with the Superintendent upon delivery of the body. Notice of the hour of the funeral must be given at least 12 hours prior to burial services.
- 5) Superintendent must receive burial permit, sign and return to registrar, the Oregon State Board of Health, Portland, Oregon. The City shall not be liable for the interment permit, nor for the identity of the person sought to be interred.
- 6) A disinterment permit is to be procured from the State Board of Health. No disinterment shall be made except with the consent of the Superintendent, or public officer or official having authority to order such disinterment and upon the written consent of the authorized representative (next of kin). The City shall use the utmost care in making a removal, but it shall assume no responsibility or liability whatsoever for damage to any casket, cement or steel grave vault or burial case, or urn incurred in making the removal. A disinterment charge shall be levied for any necessary disinterment.
- 7) The City shall not be held responsible for any order given by telephone, or for any mistake occurring from the want of precise or proper instructions as to the particular space, size, and location in a plot where interment is desired.

8) The City reserves and shall have the right to correct any errors that may be made by it either in making interments, disinterment, or removals; or in the description, transfer, or conveyance of any interment property, either by canceling such conveyance and substituting and conveying in lieu thereof property of equal value and similar location as far as possible, or as may be selected by the City; or, in the sole discretion of the City, by refunding the amount of money paid in account of said purchase. In the event such error shall involve the interment of the remains of any person in such property, the City reserves and shall have the right to remove and/or transfer such remains so interred to such other property of equal value and similar location as may be substituted and conveyed in lieu thereof.

9) No interments shall be permitted on Sundays, or any of the following holidays; Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, New Year's Day, and Washington's Birthday, unless authorized by Superintendent.

10) Arrangements for opening a closing of burial plots shall be at the expense of the plot owners or heirs.

SECTION 7. Repeal of Prior Ordinances. City of Cascade Locks Ordinance No. 151 is hereby repealed.

SECTION 8. Separability. Should any section, subsection, paragraph, sentence, clause or phrase of this ordinance be declared invalid, such declaration shall not affect the validity of any other section, subsection, paragraph, sentence, clause, or phrase; and if this ordinance, or any portion thereof, should be held to be invalid on one ground but valid on another, it shall be construed that the valid ground is the one upon which said ordinance, or such portion thereof, was enacted.

SECTION 9. Effective Date. This ordinance shall take effect on the 30th day following its enactment.

ADOPTED by the City Council this _____ day of _____, 2014.

APPROVED by the Mayor this _____ day of _____, 2014.

ORDINANCE NO. 151

AN ORDINANCE PROVIDING FOR RULES AND REGULATIONS AND CONTROL CONCERNING CARE, PLACING OF MONUMENTS, PLANTING OF SHRUBS, GOVERNMENT, AND OPERATION OF CASCADE LOCKS CEMETERY OF CASCADE LOCKS, OREGON.

WHEREAS, the municipal cemetery of Cascade Locks is known as and has been assigned officially the name of Cascade Locks Cemetery, and

WHEREAS, it is the desire of the city of Cascade Locks, Oregon, to establish and conduct the Cascade Locks Cemetery in harmony with an modern and park like cemetery;

NOW, THEREFORE,

The city of Cascade Locks, Hood River County, Oregon ordains as follows:

SECTION 1. Definitions. The following definitions will apply and be controlling in interpreting the effect and construction to be placed upon various portions of this ordinance.

- 1) The term cemetery is hereby defined to include a burial park for earth interments, a community mausoleum for vault and crypt interments.
- 2) Lot or burial space. The terms "lot" or "burial plot" shall be used interchangeably and shall apply with like effect to any one grave, any one crypt or vault, or to any one adjoining niche. Single grave spaces shall be at least four feet by eight feet by four feet depth.
- 3) Interment defined. The term "interment" shall mean the permanent disposition of the remains of a deceased person by cremation or inurnment, entombment or burial.
- 4) Memorial defined. The term "memorial" shall include a monument, marker, tablet, headstone, private mausoleum or tomb for family or individual use, tombstone, surface burial vault, urn, and crypt and niche plates.
- 5) Monument defined. The term "monument" shall include a tombstone or memorial of granite or other approved stone, which shall not extend above the surface or level of the ground.

SECTION 2. City Treasurer. The city treasurer shall receive, issue proper receipts for, and place in appropriate cemetery funds all monies due the city of Cascade Locks (hereinafter referred to as the "city") from the sale of lots, services furnished and from all other sources.

There shall be appointed a cemetery superintendent by the mayor with council approval, and he shall keep the following records in conjunction with the city treasurer:

- a) A diagram of each lot sold in the cemetery and identified by number of block, number of lots, date sold and name and address of owner.

- b) An index of lot numbers showing full name of the owner and lot and block number.
- c) An interment record register containing a cumulative record of burials; showing the date of interment, the name, the place of death, name and address of funeral director, lot, block, and location of grave.
- d) A lot ownership record containing copies of receipts issued at the time of sale of the lots.

[The] city treasurer is authorized to collect a plot fee, as established from time to time by the city council, for each transfer of ownership from the city to the purchaser.

SECTION 3. General Supervision of the Cemetery.

1) Subject to the order of the city council, the superintendent shall have absolute charge of the cemetery and is authorized to enforce the rules; to maintain order; to supervise all workmen, visitors, and drivers; to expel from the grounds any improper person or persons, or those who violate the rules; and to refuse admission to any person or materials when he may deem such action necessary. The superintendent shall have and is hereby granted the powers of arrest, the same as city police officers, for any and all violation of any of the provisions of this ordinance.

2) All lots or sold subject to the rules a regulations concerning this cemetery now in force or which may thereafter be adopted. No lots will be used for any other than burial of the human dead.

3) All work in the cemetery will be done under the direct of the superintendent. Lots will be set to grass and mowed in season only.

4) No transfer of any lot, burial space or burial plot may be made to anyone; except that it may be resold to the city of Cascade locks at a price equal to 10 percent or less per grave space than the price paid by the grantee.

5) No enclosure of any nature, such as fences, copings, hedges, or ditches, shall be allowed around any burial lot.

6) Grave mounts or mounds will not be allowed. No lot or lots shall be raised above the established grade. The grave will receive the same general care as other parts of the lawn, the grass being cut and the leaves and debris raked off at the time that the remainder of the lawn is cleaned.

7) The city shall take reasonable precaution to protect the plot owners and the property rights of plot owners within the cemetery from loss or damage; but it will not be liable, and it distinctly disclaims all responsibility for loss or damage caused by the elements, an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or order of any military or civil authority, whether the damage be direct or collateral, other than as herein provided.

8) It shall be the duty of the plot owner to notify the superintendent of any change in his post office address. Notice sent to a plot owner at the last address on file in the office of the city treasurer or superintendent shall be considered sufficient and proper legal notification.

9) All fittings, adornment, urns, inscriptions, and/or arrangements are hereby declared to be subject to the approval and control of, and acceptance or rejection by, the superintendent under the direction of the council.

10) No flower receptacles may be placed on any lot [or] plot, unless of metal of approved material, size, and design, and set level with the established grade.

11) If boxes, shells, toys, metal designs, ornaments, chairs, settees, vases, glass, wood, or iron cases, and similar articles are placed upon lots, the superintendent reserves the right to remove the same.

SECTION 4. Flowers and Shrubs.

1) Cut flowers will be removed from the grave at the discretion of the superintendent, and in no event shall they be left thereon longer than two weeks. As soon as practicable after the flowers are removed from a new grave, the earth shall be settled and restored to conform with surrounding surface of the cemetery.

2) No trees, shrubs, or plants shall be planted, pruned, or removed without the consent of the superintendent. Acting for the best interests of the cemetery, the superintendents shall have authority to prune, remove, or transplant any tree, shrub, plant, or anything upon a lot or plot when he may consider such a course necessary.

SECTION 5. Monuments and Markers.

1) Under no conditions shall upright monuments be allowed within the plotted cemetery area as administered by the city.

2) Every tombstone shall be erected upon a solid concrete foundation with a mixture of not less than four parts sand and gravel to one part cement, and must be no less than eight inches in the ground and otherwise of sufficient size and depth in ground to permanently support a tombstone, said foundation to exceed the size of said monument at least six inches on all sides; and the superintendent or his assistant shall supervise the placing and setting of tombstones, unless written permission otherwise is given by superintendent and filed with the city treasurer. No city employee shall be permitted to set any stone during working hours.

3) All tombstones must be a good grade granite or bronze, or other approved stone. No temporary grave markers will be installed or erected if the same will in any manner interfere with the mowing, care, or other maintenance of said cemetery, or any part thereof.

4) Before any private vault, tomb, sarcophagus, mausoleum, and/or columbarium is erected, a sum of money estimated by the city council to be sufficient to yield an income for the proper care of such structure in a proper manner must be deposited with the city treasurer.

5) The city will exercise all possible care to protect raised lettering, carving, or ornaments on any memorial or other structure on any lot, but it disclaims responsibility for any damage or injury whatever.

6) No material shall be allowed to remain in longer than is reasonably necessary for any construction work. No work shall be started on Saturday which cannot be completed on that day. No heavy teaming or trucking will be allowed in wet weather.

7) If any monument, effigy, or structure whatever, or any inscription or sign be placed upon any lot which the superintendent shall decide to be offensive, unsightly, or improper, the city or superintendent reserves the right to remove the same from the cemetery grounds. A private mausoleum or like structure, must be first approved by the city council.

SECTION 6. Interments and Removals.

1) No interment will be permitted or body received unless the proper certificate is furnished giving the name and residence of the deceased, the name of the nearest relative, and the time and place of death. Twelve hours' daylight notice must be given before any interment.

2) Liner or vault must be used.

3) Only one casket shall be interred in a grave.

4) No permit shall be issued unless all monies due the city have been paid.

The burial permit must be filed with the superintendent upon delivery of the body.

Notice of the hour of the funeral must be given at least 12 hours prior to burial services.

5) Superintendent must receive burial permit, sign and return to registrar, the Oregon State Board of Health, Portland, Oregon. The city shall not be liable for the interment permit, nor for the identity of the person sought to be interred.

6) A disinterment permit is to be procured from the State Board of Health. No disinterment shall be made except with the consent of the superintendent, or upon the written consent of the lot owners, the surviving spouse, and/or members of the immediate family, and public officer or official having authority to order such disinterment. The city shall use the utmost care in making a removal, but it shall assume no responsibility or liability whatsoever for damage to any casket, cement or steel grave vault or burial case, or urn incurred in making the removal. A disinterment charge shall be levied for any necessary disinterment.

7) The city shall not be held responsible for any order given by telephone, or for any mistake occurring from the want of precise or proper instructions as to the particular space, size, and location in a plot where interment is desired.

8) The city reserves and shall have the right to correct any errors that may be made by it either in making interments, disinterments, or removals; or in the description, transfer, or conveyance of any interment property, either by canceling such conveyance and substituting and conveying in lieu thereof property of equal value and similar location as far as possible, or as may be selected by the city; or, in the sole discretion of the city, by refunding the amount of money paid in account of said purchase. In the event such error shall involve the interment of the remains of any person in such property, the city reserves and shall have the right to remove and/or transfer such remains so interred to such other property of equal value and similar location as may be substituted and conveyed in lieu thereof.

9) No interments shall be permitted on Sundays, or any of the following holidays; Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, New Year's Day, and Washington's Birthday, unless authorized by superintendent.

10) Arrangements for opening a closing of burial plots shall be at the expense of the plot owners or heirs.

Passed by the council and approved by the mayor September 16, 1968.

STAFF REPORT

Date Prepared: 10/21/14

For City Council Meeting on: 11/10/14

TO: Honorable Mayor and City Council

PREPARED BY: Marianne Bump, Finance Officer 

APPROVED BY: Gordon Zimmerman, City Administrator

SUBJECT: Approve the purchase of Utility Energy Assistance Module for Utility Billing in the amount of \$2,700.

SYNOPSIS: The City receives energy assistance from Mid-Columbia Community Action Council to help qualified citizens pay the electrical portion of their utility bill starting October and going through March. Over the last couple of years we have received an average of \$17,000 and helped and estimated 74 citizens. We currently manually track these figures on a spreadsheet and the amount does not show on the utility bill. By purchasing this module we would be enhancing our utility system so that we can provide a tracking mechanism for the City and the customer. The payment assistance amount would show on the bill and would also give the customer a balance remaining from month to month until the funds are used.

CITY COUNCIL OPTIONS:

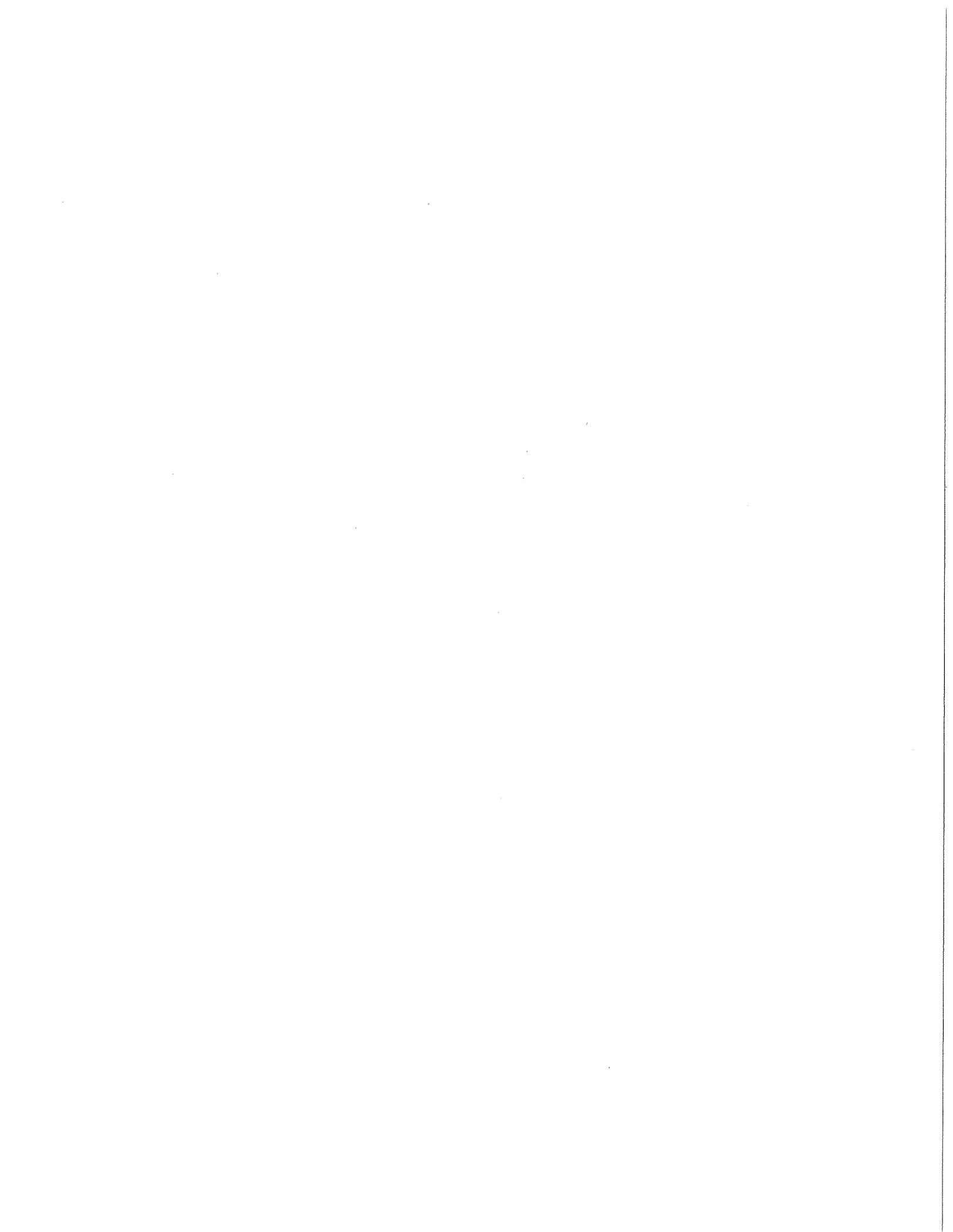
1. Approve the purchase.
2. Establish other direction for staff to proceed
3. Take no action

RECOMMENDATION: The City Council, by motion, approves the purchase of the Utility Energy Assistance Module for Utility Billing in the amount of \$2,700.

Legal Review and Opinion: N/A

Financial review and status: This is a budgeted item in the City Light Department under Computer License.

BACKGROUND INFORMATION: In the many years that we have been helping our citizens with electrical assistance there has never been an opportunity to provide this information on the bill.





City of Cascade Locks
 140 SW Wa Na Pa St
 PO Box 308
 Cascade Locks OR 97014
 Phone: (541) 374-8484
 Fax: (541) 374-8752

Purchase Order

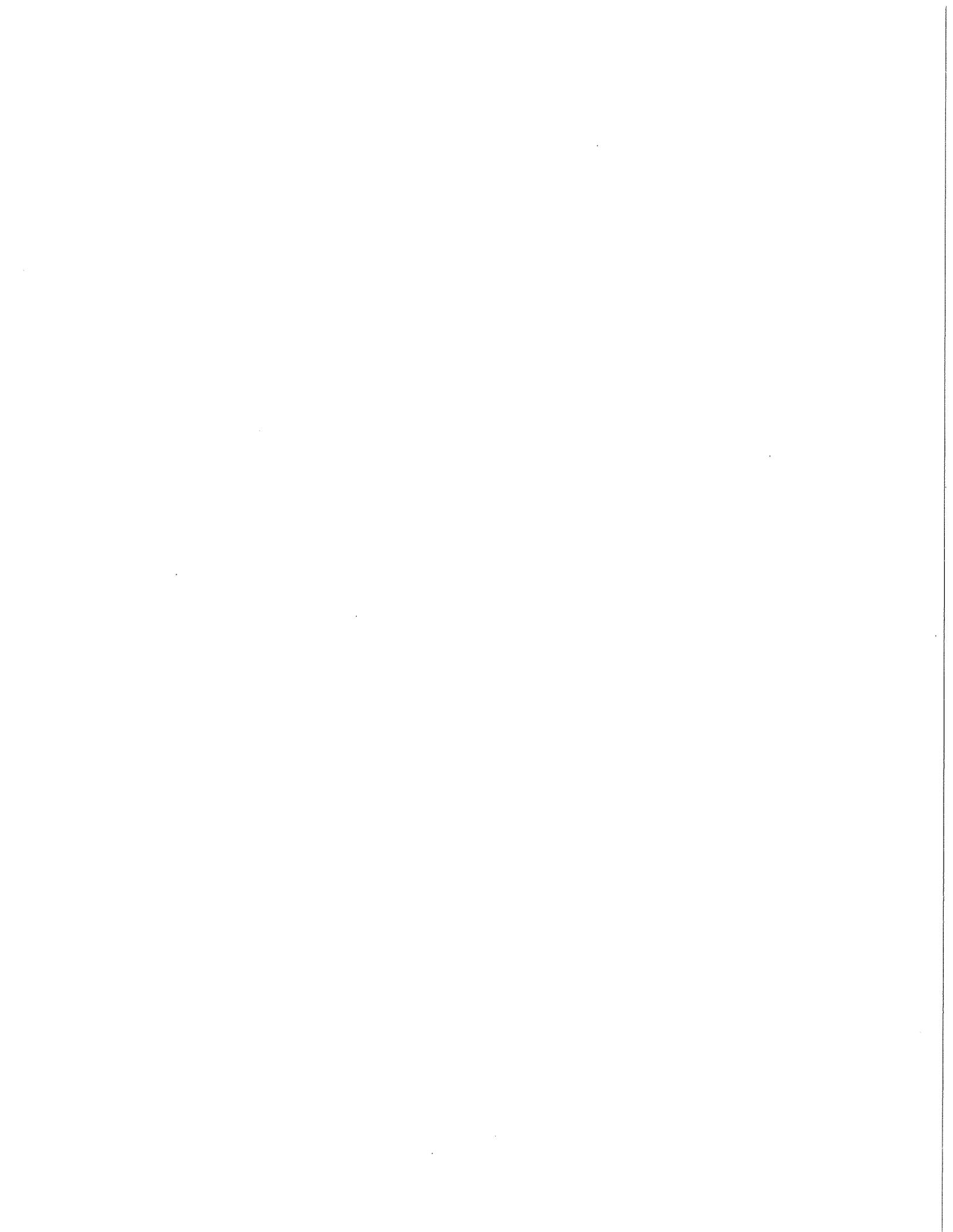
P. O. Number: 102

To: 740 CASELLE, INC. 1656 S. EAST BAY BLVD., SUITE 100 PROVO UT 84606	Ship to: CITY OF CASCADE LOCKS 140 SW WA NA PA ST PO BOX 308 CASCADE LOCKS OR 97014
---	--

P. O. Date		Created By		Department	
10/21/2014		marianne bump		EL City	

Quantity	Description		Unit Price	Total
1.00	Utility Energy Assistance Module/Training	51-405-62081	2,700.00	2,700.00
			SHIPPING & HANDLING	0.00
			TOTAL PO AMOUNT	2,700.00

 Authorized Signature



Re: Software inquire

Subject: Re: Software inquire
From: Wade Walker <pw@caselle.com>
Date: 10/20/2014 3:20 PM
To: Marianne Bump <mbump@cascade-locks.or.us>

Hi Marianne,

Here is the old proposal that is still correct with the pricing for the utility energy assistance. Would you like me to place your order?

Wade Walker | Territory Manager

pw@caselle.com

CASELLE

Proven Software Solutions for Local Government

1656 S East Bay Blvd, Ste 100, Provo UT 84606

Direct 801.850.5085

From: "Marianne Bump" <mbump@cascade-locks.or.us>
To: "Wade Walker" <pw@caselle.com>
Sent: Friday, October 17, 2014 9:44:49 AM
Subject: Re: Software inquire

Wade, I am ready to submit a purchase order to the City Administrator for the Utility Payment Assistant. Please give me a current cost. Once the PO is signed then I can move forward with the purchase & installation.

Thanks
Marianne

Marianne Bump
Finance Officer/Human Resource/IT Director
City of Cascade Locks
PO Box 308
Cascade Locks, Oregon 97014
541-374-8484-Office
541-374-8752-Fax
mbump@cascade-locks.or.us

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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.

On 8/8/2014 1:19 PM, Wade Walker wrote:

Hi Marianne,

How are you? Are you ready to move forward with Utility Payment Assistant at this time?

Wade Walker | Territory Manager

pw@caselle.com

CASELLE

Proven Software Solutions for Local Government

1656 S East Bay Blvd, Ste 100, Provo UT 84606

Direct 801.850.5085

From: "Wade Walker" <pw@caselle.com>
To: "Marianne Bump" <mbump@cascade-locks.or.us>
Sent: Wednesday, July 16, 2014 4:18:30 PM
Subject: Re: Software inquire

Hi Marianne,

I hope your 4th of July Celebration was fantastic! Let me know if you need help with anything.

Thanks,

Wade Walker | Territory Manager

pw@caselle.com

CASELLE

Proven Software Solutions for Local Government

1656 S East Bay Blvd, Ste 100, Provo UT 84606

Direct 801.850.5085

From: "Wade Walker" <pww@caselle.com>
To: "Marianne Bump" <mbump@cascade-locks.or.us>
Sent: Monday, June 30, 2014 11:47:24 AM
Subject: Re: Software inquire

Ok sounds great! Let me know how I can help.

Wade Walker | Territory Manager

pww@caselle.com

CASELLE

Proven Software Solutions for Local Government
1656 S East Bay Blvd, Ste 100, Provo UT 84606
Direct 801.850.5085

From: "Marianne Bump" <mbump@cascade-locks.or.us>
To: "Wade Walker" <pww@caselle.com>
Sent: Monday, June 30, 2014 11:24:55 AM
Subject: Re: Software inquire

Hi Wade, the new budget year does start tomorrow but we are not going to go with the online payments with Express Bill Pay this year. I will be contacting you shortly to move forward with the Utility payment assistant program as soon as the City Administrator signs the purchase order.

Thanks
Marianne

Marianne Bump
Finance Officer/Human Resource/IT Director
City of Cascade Locks
PO Box 308
Cascade Locks, Oregon 97014
541-374-8484-Office
541-374-8752-Fax
mbump@cascade-locks.or.us

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On 6/30/2014 10:02 AM, Wade Walker wrote:

Hi Marianne,

I hope you're doing great and getting ready for the 4th. Are you looking to move forward with online payments in the new budget year which I assume starts tomorrow?

Wade Walker | Territory Manager

pww@caselle.com

CASELLE

Proven Software Solutions for Local Government
1656 S East Bay Blvd, Ste 100, Provo UT 84606
Direct 801.850.5085

From: "Marianne Bump" <mbump@cascade-locks.or.us>
To: "Wade Walker" <pww@caselle.com>
Sent: Monday, June 16, 2014 5:42:14 PM
Subject: Re: Software inquire

Thanks Wade

Marianne Bump
Finance Officer/Human Resource/IT Director
City of Cascade Locks
PO Box 308
Cascade Locks, Oregon 97014
541-374-8484-Office
541-374-8752-Fax
mbump@cascade-locks.or.us

Re: Software inquire

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On 6/16/2014 4:10 PM, Wade Walker wrote:

The total cost would be \$5000 for the application. The monthly fee would be \$70 on gold or \$112 on Software Assurance. Let me know if you would like an official proposal and when you would like to move forward. Thanks,

Wade Walker | Territory Manager

pww@caselle.com
CASELLE

Proven Software Solutions for Local Government

1656 S East Bay Blvd, Ste 100, Provo UT 84606
Direct 801.850.5085

From: "Marianne Bump" <mbump@cascade-locks.or.us>
To: pww@caselle.com
Sent: Monday, June 16, 2014 3:41:38 PM
Subject: Software inquire

Hi Wade, The City is looking into doing online payments and electronic payments. I have talked to Jared fro Xpress Bill Pay and he indicated that I would need the Online & Electronic Payment module from Caselle. Could you tell me and approximate price for that module and any other expenses that the City would incur such as training etc.

Thanks
Marianne

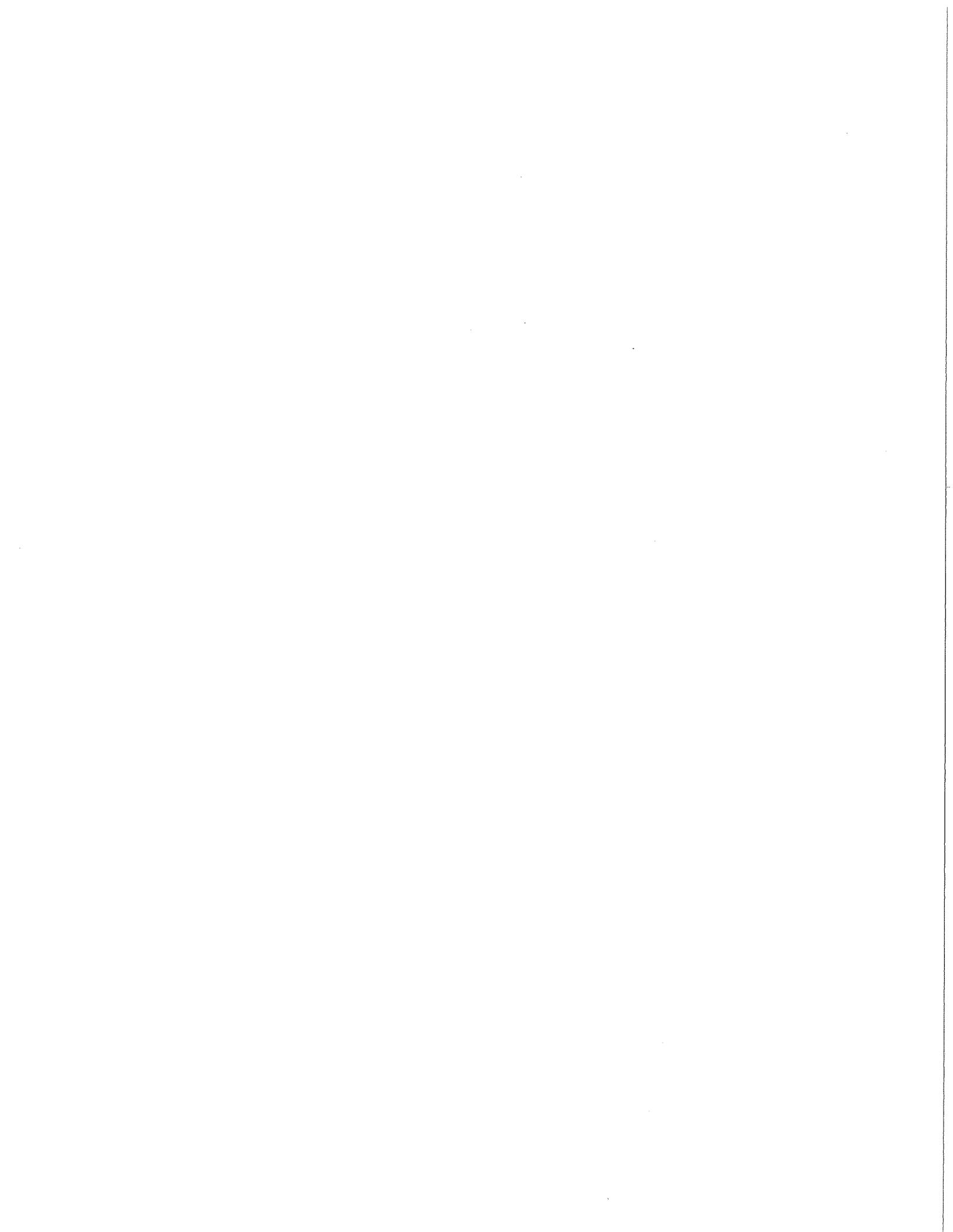
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Marianne Bump
Finance Officer/Human Resource/IT Director
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PO Box 308
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Attachments:

Cascade Locks, OR - UME4.pdf

663 KB





Caselle® Clarity Software & Services Proposal

for

City of Cascade Locks, OR

June 20, 2013

(Valid for 90 days)

From:

Wade Walker, Territory Manager
pww@caselle.com

Caselle[®] Clarity Software & Services Proposal
 City of Cascade Locks, OR
 June 20, 2013

Proposal Summary

Total Software License	\$2,700
Total Training	Included
Total Investment	\$2,700

Your Software Maintenance & Support will increase by \$35 per month.

Proposal Detail

<i>Caselle</i> [®] Clarity Application Software	License Fees	Training	Total
Utility Energy Assistance	\$2,700	Included	\$2,700
Grand Total	\$2,700	Included	\$2,700

AGENDA ITEM NO: 5.e.

CASCADE LOCKS STAFF REPORT

Date Prepared: November 4, 2014

For City Council Meeting on: November 10, 2014

TO: Honorable Mayor and City Council

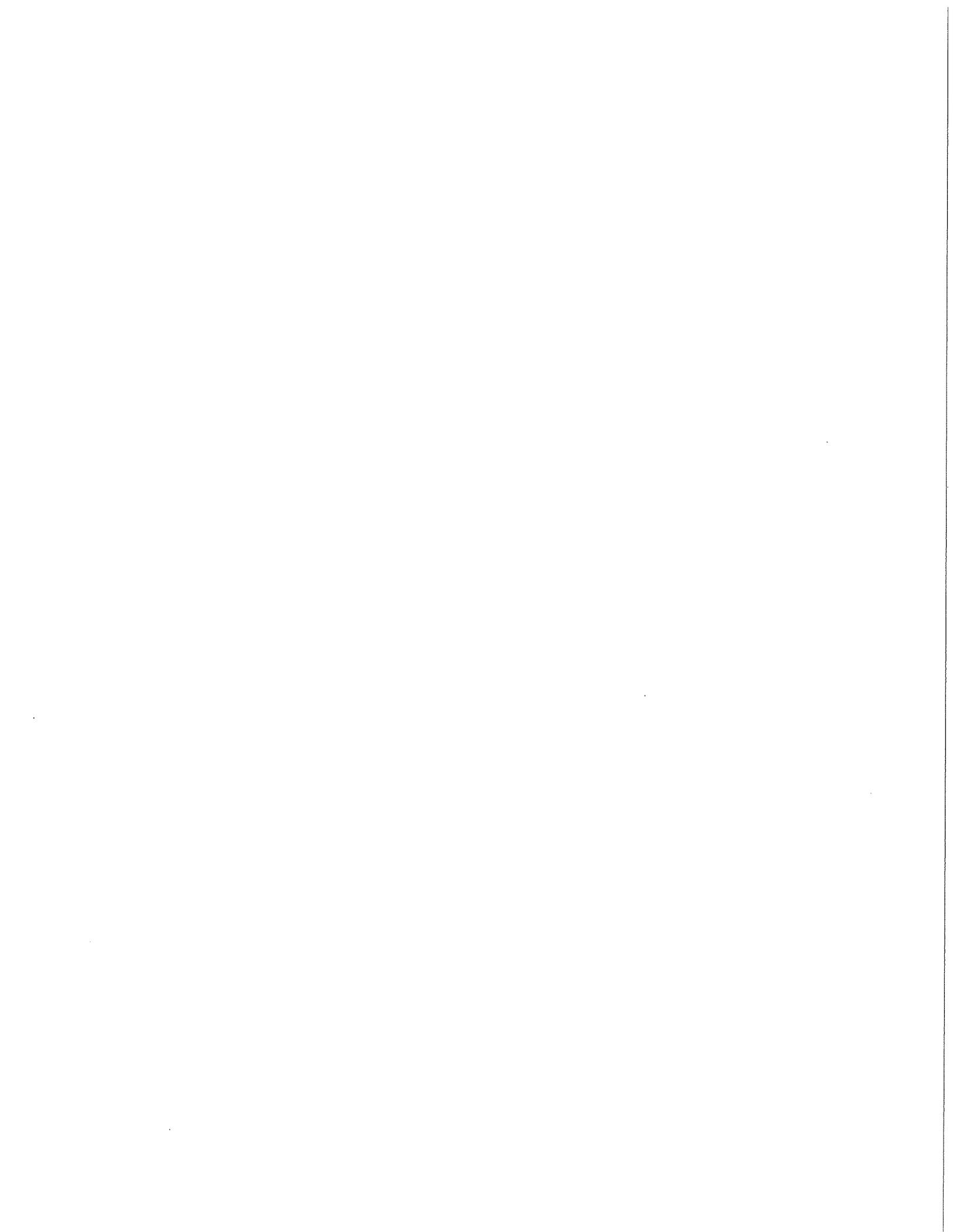
PREPARED BY: Gordon Zimmerman, City Administrator

SUBJECT: Approve Contract With Dave Griffin for contracted Public Works Service

SYNOPSIS: Mr. David Griffin has been working with the City since 2011 as a consulting Public Works Superintendent. His contract with the city was extended in 2012 to expire October 31, 2014. This request extension would maintain the relationship until 2016. Mr. Griffin's work has benefited us in our work with street, water, and sewer projects, and with answering general questions when our employees asked for assistance.

CITY COUNCIL OPTIONS: Accept or reject the proposed extension.

RECOMMENDED MOTION: "I move to approve the second amendment to the Consulting Public Works Superintendent Agreement with Mr. David Griffin until October 31, 2016."



performing the duties of PWC. All additional work shall be billed on an hourly basis @ \$45.00 per hour and shall contain any additional itemized costs arising in the performance of said work. Additional work may include written work performed off-site which may be required to provide the owner or State Agencies, consultants, etc., with reports, information, cost estimates etc. to aid the City in operation of its Public Works Department or Contracted Construction for that Department. Any additional work shall be documented by the Consultant and shall be itemized in a monthly statement to the City Administrator. Variations and optional work shall be authorized by the City Manager prior to the Consultant performing the work.

5. Section 5(e) is amended to state: Consultant agrees to provide services to the City based on the Consultant's knowledge, certifications and previous experience. The City Administrator or PW Field Supervisor have the authority to decide and take action based on the Consultant's advice that they feel are in the best interest of the City of Cascade Locks. The Consultant shall not be held liable for any Public Works decision that the City, its Staff, or elected Officials may take in directing the activities, contracts, plans, activities or operations of the Cascade Locks Public Works Department.

6. Section 15(a) is amended to state: The City shall indemnify and hold harmless the Consultant from all liability in any litigation or circumstances arising from the Consultant's involvement with the City's Public Works Department, its employees, or customers in the performance of the duties of this contract. This is a limited liability contract and the Consultant shall not be held liable for any failures of the City's Systems, contaminations or failures to meet environmental quality testing, control or failure of the Water, Wastewater, Streets, Storm Drainage, Parks or any City System or a City employee's failure to provide proper customer service or safety in any way, shape, or form.

7. Section 15(c) is amended to state: Consultant shall obtain and maintain, comprehensive general and automobile liability insurance for the protection of Consultant insuring against liability for damages because of personal injury, bodily injury, death, and broad-form property damage, including loss of use, and occurring as a result of, or in any way related to, Consultant's work. This insurance shall be in an amount not less than \$2,000,000 combined, single limit, and per-occurrence/annual aggregate.

8. Section 15(d) is amended to state: Consultant shall obtain and maintain general liability insurance for the protection of Consultant, insuring against bodily injury and property damage arising out of Consultant's negligent acts, omissions, activities or services in an amount not less than \$2,000,000 combined, and single limit. In the event that the Consultant acts as Project Manager for the City and is required to provide specific insurance relating to the duties of the position, the Consultant shall furnish City a certificate evidencing the dates, amounts, and types of insurance that have been procured pursuant to this Agreement. The provisions of this subsection apply fully to Consultant only.

9. Section 21(a) is amended to state: Both the City and the Consultant acknowledge that this agreement is flexible as to hours and days of the week. The hours of the position are flexible and varied and shall average between 0 and 20 hours per week, unless agreed to by amendment or during special circumstances by email between the Operator and City Administrator.

10. Section 25(b) is amended to state: The Public Works Consultant may recommend materials for use in the owners system. The Field Supervisor or City Administrator may purchase these materials,

however the PWC makes no warranties upon the materials themselves, only that they may work in the desired application.

11. Section 25(c) is amended to state: The PWC position is considered a Consulting position, and this Agreement is considered a Consultant agreement. Final decision to act on any recommendations of the Consultant is placed upon the PW Field Supervisor, City Administrator or City Council.

12. Section 25(d) is amended to state: If the contract is terminated for any reason, the City will notify DHS/DEQ, City Staff and all persons with whom the Consultant has been working with for Public Works Projects, plans or improvements immediately. The Consultant shall not be held accountable for failure to notify or compliance/timeline issues that result from a failure of notification.

13. Section 25(g) is amended to state: The City will be responsible for direct communication with its Customers and shall support the Consultant in the decisions involving recommendations for the Public Works Department when made under existing City regulations and policies.

14. Section 26 is amended to state: This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction's conflicts of law, rules or doctrines. Venue for any legal action under this Agreement shall be Hood River County, Oregon. If any 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.

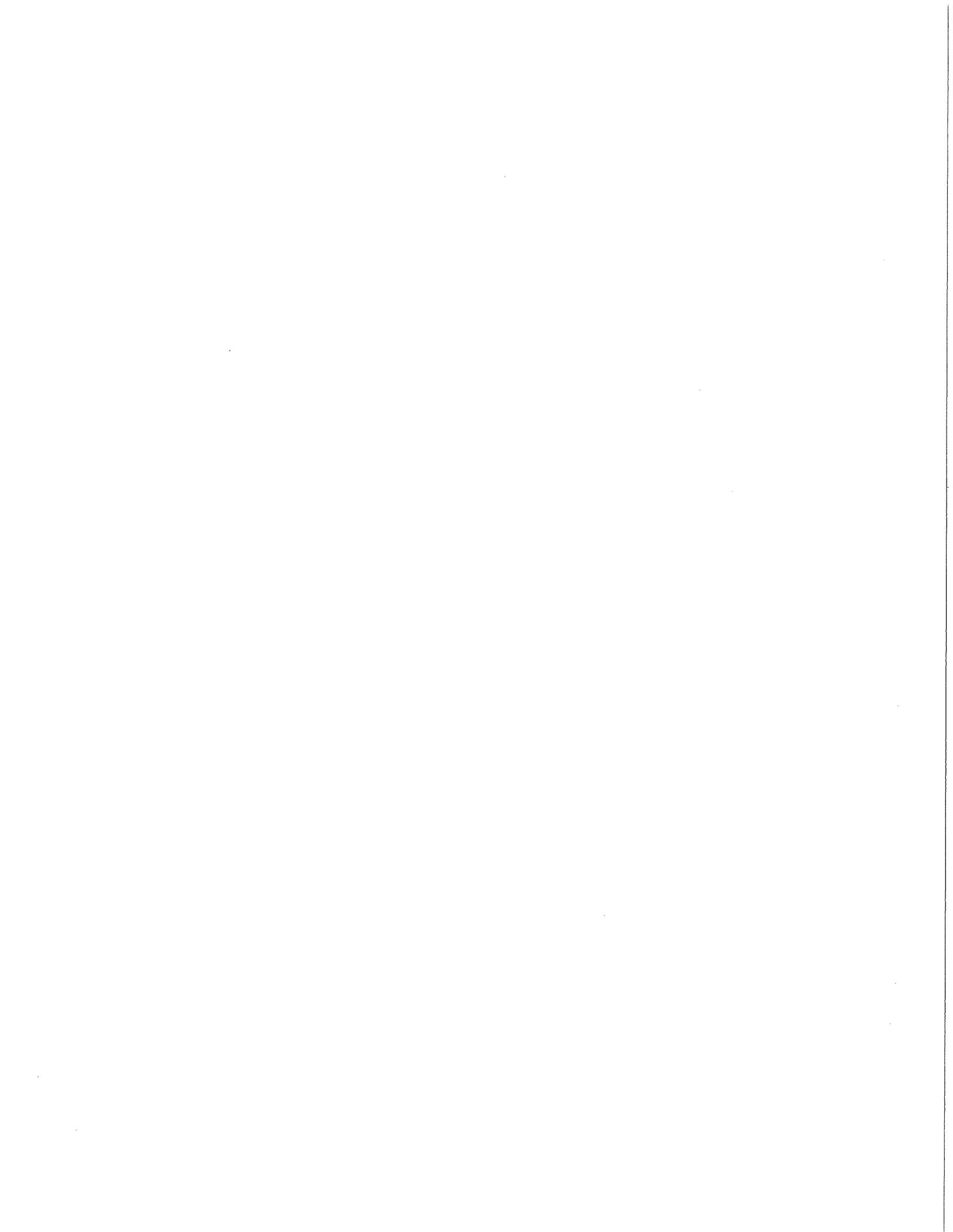
15. Except as modified by this Second Amendment to the Agreement, all other terms and conditions of the Agreement remain unchanged.

CONSULTANT

CITY

David Griffin, President date
Rockranch Enterprises

Gordon Zimmerman date
City Administrator



CASCADE LOCKS STAFF REPORT

Date Prepared: November 4, 2014

For City Council Meeting on: November 10, 2014

TO: Honorable Mayor and City Council

PREPARED BY: Gordon Zimmerman, City Administrator

SUBJECT: County Wide Protection Plan

SYNOPSIS: The City of Cascade Locks participates with the County in a County Wide Protection plan in fighting wildfires. Our current plan was drafted in 2005. The County currently has a grant to update this county-wide plan. We are the only area in the County that operates on our plan that is not necessarily coordinated with the County's plan.

Station Captain Metheny is requesting two changes to our plan:

1. Incorporate our plan into the countywide document to bring unity within the County.

Having a consistent countywide document makes for better coordination and communication in a wildfire event because we would all be working off the same play book.

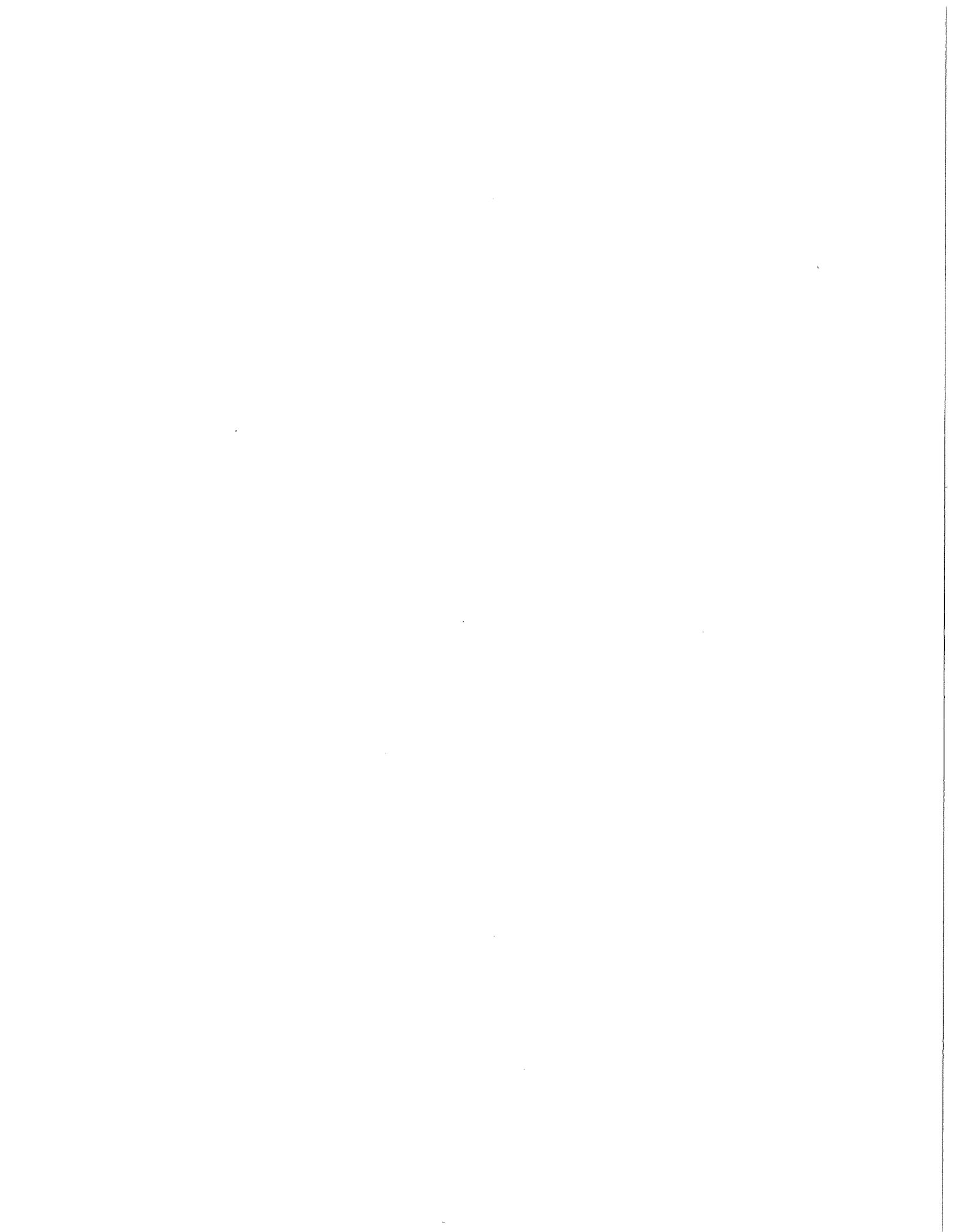
2. The plan requires the creation of a Wildfire Protection Committee with regular meetings.

It is proposed that this committee be made up of the City Council who can meet annually as this committee.

Our current plan can be updated to include these changes at County expense.

CITY COUNCIL OPTIONS: Accept, modify, or reject there proposed changes.

RECOMMENDED MOTION: "I move to accept the recommendation of Captain Metheny and direct him to work with Hood River County to effect these changes."





7.6.

**HOOD RIVER GARBAGE
3440 GUIGNARD, OR 97031
541-386-2272**

October 29, 2014

City of Cascade Locks
140 SW Wa Na Pa
Cascade Locks, OR 97014

Attention: City Manager, Gordon Zimmerman
Mayor Tom Cramblett
Council Members

Dear Mayor Cramblett and Council Members,

Hood River Garbage would like to respectfully request a rate adjustment averaging approximately 2.43% to help offset rising operational costs and disposal fees. We request this adjustment to be effective January 1, 2015. Some examples of these increases include but are not limited to, health care costs, environmental compliance, and fleet maintenance.

We use the Federal Bureau of Labor Statistics CPI Index for Portland/Salem to benchmark our changes in operational costs. This index is computed as of June 30 and December 31. The most recent June to June comparison increased 2.43% and we believe this is a good indicator of our overall experience. The Wasco County Landfill anticipates increasing both its gate rate and the pass-through Household Hazardous Waste tax by 1.03% effective January 1st. We have incorporated these increases into the attached proposed rate schedule.

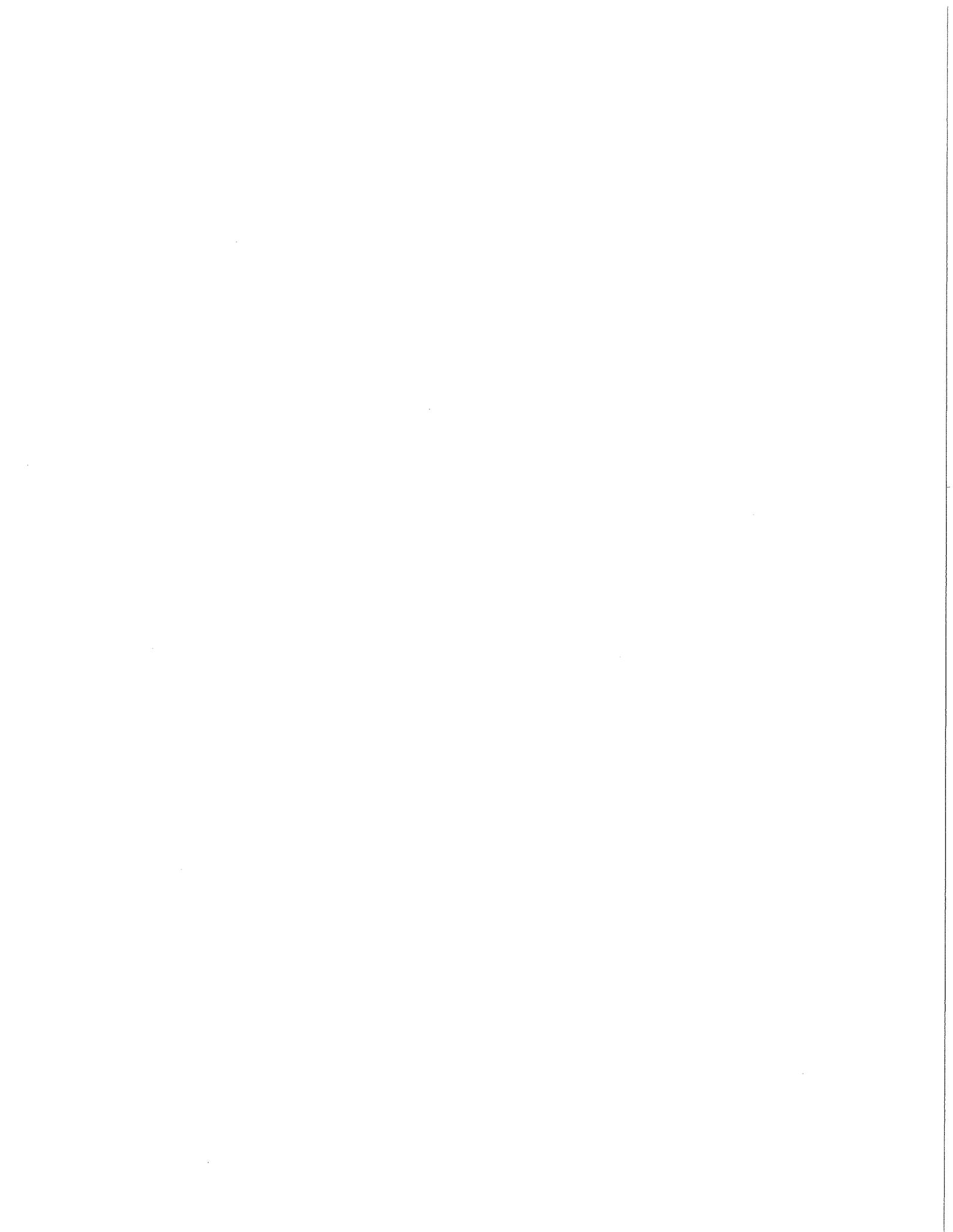
We would like to be scheduled on the City Council agenda at your earliest convenience to discuss our proposal. We appreciate the continued opportunity to provide the City Of Cascade Locks with high quality solid waste services.

Sincerely,

A handwritten signature in black ink, appearing to be 'Erwin Swetnam', enclosed within a hand-drawn oval.

Erwin Swetnam
District Manager

Enclosure: Proposed Rate Sheets



CASCADE LOCKS GARBAGE CITY RATES

Proposed Increase January 1, 2015

	CURRENT RATE	1.03% Total LF Increase	2.43% Business Increase	TOTAL INCREASE	TOTAL RATE
RESIDENTIAL					
32 GALLON CAN					
Weekly					
- curbside	\$15.90	\$0.05	\$0.31	\$0.36	\$16.26
- carry out	\$21.24	\$0.05	\$0.44	\$0.49	\$21.73
* each addl 25 ft	\$3.02	\$0.00	\$0.07	\$0.07	\$3.09
EOW					
- curbside	\$12.54	\$0.02	\$0.26	\$0.28	\$12.82
- carry out	\$17.07	\$0.02	\$0.37	\$0.39	\$17.46
* each addl 25 ft	\$2.26	\$0.00	\$0.05	\$0.05	\$2.31
Monthly					
- curbside	\$8.55	\$0.01	\$0.19	\$0.20	\$8.75
- carry out	\$11.28	\$0.01	\$0.25	\$0.26	\$11.54
* each addl 25 ft	\$1.36	\$0.00	\$0.03	\$0.03	\$1.39
MINI 20 GALLON CAN					
Weekly					
- curbside	\$12.47	\$0.01	\$0.26	\$0.27	\$12.74
- carry out	\$16.41	\$0.01	\$0.36	\$0.37	\$16.78
* each addl 25 ft	\$3.02	\$0.00	\$0.07	\$0.07	\$3.09
EOW					
- curbside	\$10.42	\$0.01	\$0.23	\$0.24	\$10.66
- carry out	\$13.65	\$0.01	\$0.31	\$0.32	\$13.97
* each addl 25 ft	\$2.50	\$0.00	\$0.06	\$0.06	\$2.56
SPECIAL CHARGES					
- overweight/full	\$4.00	\$0.00	\$0.09	\$0.09	\$4.09
- extra bag/box	\$4.00	\$0.00	\$0.09	\$0.09	\$4.09
- Washer/Dryer/Stove	\$11.54	\$0.00	\$0.28	\$0.28	\$11.82
- Water Heater	\$11.54	\$0.00	\$0.28	\$0.28	\$11.82
- Sofa/Chair	\$10.54	\$0.00	\$0.26	\$0.26	\$10.80
- Mattress	\$10.54	\$0.00	\$0.26	\$0.26	\$10.80
- return trip	\$8.92	\$0.00	\$0.22	\$0.22	\$9.14
- Recycle Bin replacem	\$20.14	\$0.00	\$0.49	\$0.49	\$20.63
- Account Set Up Fee	\$5.71	\$0.00	\$0.14	\$0.14	\$5.85
- NSF	\$29.99	\$0.00	\$0.73	\$0.73	\$30.72
- Delinquent Fee.	\$12.99	\$0.00	\$0.32	\$0.32	\$13.31

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

CASCADE LOCKS GARBAGE CITY RATES

Proposed Increase January 1, 2015

	CURRENT RATE	1.03% Total LF Increase	2.43% Business Increase	TOTAL INCREASE	TOTAL RATE
COMMERCIAL					
32 GALLON CAN					
Weekly					
- curbside	\$15.90	\$0.05	\$0.31	\$0.36	\$16.26
- carry out	\$21.28	\$0.05	\$0.44	\$0.49	\$21.77
* each add 25ft	\$3.02	\$0.00	\$0.07	\$0.07	\$3.09
EOW					
- curbside	\$12.54	\$0.02	\$0.26	\$0.28	\$12.82
- carry out	\$17.07	\$0.02	\$0.37	\$0.39	\$17.46
* each add 25ft	\$2.26	\$0.00	\$0.05	\$0.05	\$2.31
Monthly					
- curbside	\$8.55	\$0.01	\$0.19	\$0.20	\$8.75
- carry out	\$11.28	\$0.01	\$0.25	\$0.26	\$11.54
* each add 25ft	\$1.36	\$0.00	\$0.03	\$0.03	\$1.39
COMMERCIAL SPECIAL CHARGES					
- overweight/full	\$4.00	\$0.00	\$0.09	\$0.09	\$4.09
- extra bag/box	\$4.00	\$0.00	\$0.09	\$0.09	\$4.09
- Washer/Dryer/Stove	\$11.54	\$0.00	\$0.28	\$0.28	\$11.82
- Water Heater	\$11.54	\$0.00	\$0.28	\$0.28	\$11.82
- Sofa/Chair	\$10.54	\$0.00	\$0.26	\$0.26	\$10.80
- Mattress	\$10.54	\$0.00	\$0.26	\$0.26	\$10.80
- White goods	\$11.54	\$0.00	\$0.28	\$0.28	\$11.82
- return trip	\$8.92	\$0.00	\$0.22	\$0.22	\$9.14
- Lock charge	\$3.55	\$0.00	\$0.09	\$0.09	\$3.64
- Access charge	\$3.55	\$0.00	\$0.09	\$0.09	\$3.64
- Recycle Bin replacem	\$20.14	\$0.00	\$0.49	\$0.49	\$20.63
- Account Set Up Fee	\$5.71	\$0.00	\$0.14	\$0.14	\$5.85
- NSF	\$29.99	\$0.00	\$0.73	\$0.73	\$30.72
- Delinquent Fee	\$12.99	\$0.00	\$0.32	\$0.32	\$13.31
1 - 1 1/2 Yd Containers					
- EOW	\$53.96	\$0.13	\$1.05	\$1.18	\$55.14
- 1XPW	\$96.43	\$0.26	\$1.83	\$2.09	\$98.52
- 2XPW	\$162.81	\$0.51	\$2.93	\$3.44	\$166.25
- 3XPW	\$226.45	\$0.76	\$3.96	\$4.72	\$231.17
2 - 1 1/2 Yd Containers					
- EOW					
- 1XPW	\$179.96	\$0.51	\$3.34	\$3.85	\$183.81
- 2XPW	\$359.94	\$1.02	\$6.69	\$7.71	\$367.65
- 3XPW	\$539.92	\$1.53	\$10.03	\$11.56	\$551.48

CASCADE LOCKS GARBAGE CITY RATES

Proposed Increase January 1, 2015

	CURRENT RATE	1.03% Total LF Increase	2.43% Business Increase	TOTAL INCREASE	TOTAL RATE
3 - 1 1/2 Yd Containers					
- EOW					
- 1XPW	\$263.49	\$0.76	\$4.86	\$5.62	\$269.11
- 2XPW	\$527.01	\$1.53	\$9.72	\$11.25	\$538.26
- 3XPW	\$790.47	\$2.29	\$14.57	\$16.86	\$807.33
4 - 1 1/2 Yd Containers					
- EOW					
- 1XPW	\$347.00	\$1.02	\$6.37	\$7.39	\$354.39
- 2XPW	\$694.08	\$2.04	\$12.75	\$14.79	\$708.87
- 3XPW	\$1,041.29	\$3.05	\$19.12	\$22.17	\$1,063.46
5 - 1 1/2 Yd Containers					
- 3XPW	\$1,291.66	\$3.81	\$23.66	\$27.47	\$1,319.13
1 - 2 Yd Containers					
- EOW	\$71.93	\$0.18	\$1.40	\$1.58	\$73.51
- 1XPW	\$128.58	\$0.34	\$2.44	\$2.78	\$131.36
- 2XPW	\$217.11	\$0.68	\$3.90	\$4.58	\$221.69
- 3XPW	\$301.94	\$1.02	\$5.28	\$6.30	\$308.24
1 - 3 Yd Containers					
- EOW	\$107.85	\$0.26	\$2.10	\$2.36	\$110.21
- 1XPW	\$192.88	\$0.51	\$3.66	\$4.17	\$197.05
- 2XPW	\$325.63	\$1.02	\$5.85	\$6.87	\$332.50
- 3XPW	\$452.91	\$1.53	\$7.92	\$9.45	\$462.36
SPECIAL CONTAINER CHARGES					
- Deliver Charge per cont	\$28.72	\$0.00	\$0.70	\$0.70	\$29.42
- Extra Loose ydge	\$14.96	\$0.05	\$0.28	\$0.33	\$15.29
- Return Trip	\$9.67	\$0.00	\$0.23	\$0.23	\$9.90
- Access Charge	\$9.67	\$0.00	\$0.23	\$0.23	\$9.90
- Roll out over 15 ft	\$3.55	\$0.00	\$0.09	\$0.09	\$3.64
- Roll out over 20 ft	\$5.72	\$0.00	\$0.14	\$0.14	\$5.86
- Off day pu	\$7.03	\$0.00	\$0.17	\$0.17	\$7.20
- Rent-a-Bin (1.5 Yards)	\$62.23	\$0.06	\$1.39	\$1.45	\$63.68
- On Call Container (1.5 Yards)	\$30.67	\$0.06	\$0.63	\$0.69	\$31.36
- Mileage 15 miles RT from LF	\$3.22	\$0.00	\$0.08	\$0.08	\$3.30

CASCADE LOCKS GARBAGE CITY RATES

Proposed Increase January 1, 2015

	CURRENT RATE	1.03% Total LF Increase	2.43% Business Increase	TOTAL INCREASE	TOTAL RATE
COMPACTORS					
- Swap	\$138.70	\$0.00	\$3.36	\$3.36	\$142.06
- CP extra ydg	\$21.45	\$0.20	\$0.12	\$0.32	\$21.77
DROP BOXES					
- Delivery (per trip)	\$65.09	\$0.00	\$1.58	\$1.58	\$66.67
- Moving Fee (per trip)	\$65.09	\$0.00	\$1.58	\$1.58	\$66.67
- DB Swap	\$123.53	\$0.00	\$3.00	\$3.00	\$126.53
- Compactor Swap	\$133.63	\$0.00	\$3.24	\$3.24	\$136.87
- Excess weight (per trip)	\$66.64	\$0.00	\$1.62	\$1.62	\$68.26
- Ex miles(over 15m rt)	\$3.22	\$0.00	\$0.08	\$0.08	\$3.30
- Daily DM (over 96 hrs)	\$5.51	\$0.00	\$0.13	\$0.13	\$5.64
- Monthly DM (Max)	\$129.50	\$0.00	\$3.14	\$3.14	\$132.64
- Special DB (per day) lid/screen/winch	\$4.76	\$0.00	\$0.12	\$0.12	\$4.88
- Special DB (per month max)	\$143.55	\$0.00	\$3.48	\$3.48	\$147.03
- Waiting time (per min)	\$1.66	\$0.00	\$0.04	\$0.04	\$1.70
TS tip fee per yard (loose)	\$14.89	\$0.07	\$0.22	\$0.29	\$15.18
TS tip fee per yard (compacted)	\$21.14	\$0.20	\$0.11	\$0.31	\$21.45
MISC EQUIP RENTAL Per HOUR					
- Rear Loader	\$126.45	\$0.00	\$3.07	\$3.07	\$129.52
- Roll Off	\$111.55	\$0.00	\$2.71	\$2.71	\$114.26
- Extra Labor	\$29.16	\$0.00	\$0.71	\$0.71	\$29.87
- Labor OT	\$43.74	\$0.00	\$1.06	\$1.06	\$44.80

CITY of CASCADE LOCKS – Tourism Committee

Minutes from October 6, 2014

1. **Call Meeting to Order & Roll Call.** The meeting was called to order at 7:00 pm. Tourism committee members present: Debbie Fine, Cindilee Baseman, Joe Shelley, Aurora delVal, and Marie Miller. Absent: Dave Lipps and Chase Lorang. Also present: Tourism Support Staff Deanna Busdieker, City Administrator Gordon Zimmerman, Marianne Bump, Harry Troeger and Holly Howell.
2. **Amendments to the Agenda.** 10D: Garage Sale Days Discussion, 8B: City Administrator Report
3. **Comments by the General Public.** - None
4. **Discussion/Declaration of Potential Conflicts of Interest** - None
5. **Approval of Minutes Presented:**
 - A. **September 2, 2014**
 - B. **September 3, 2014**
 - C. **September 18, 2014**

Motion made by Joe Shelley to approved minutes from September 2, 3 and 18, 2014. Motion seconded by Debbie Fine. Motion unanimously carried.
6. **Approval of Financials: Statements Ending August 31, 2014.** City Administrator Zimmerman reported that the Cycle Oregon Grant for \$5,000 would be completed in FY 2014-15 as the signage project is completed. Following review, motion made by Aurora delVal to approve financials ending August 31, 2014. Motion seconded by Debbie Fine. Motion unanimously carried.
7. **Approval of Bills.** Motion made by Debbie Fine to approve payment to Hood River News in the amount of \$110. For advertisement of Contract Support RFP. Motion seconded by Aurora delVal. Motion unanimously carried.
8. **Staff Support Report – Deanna.** Work is continuing on the Wayfinding Signage Project with communications with the Port and ODOT. There will be 14 signs in total. Deanna is working on the tourism contact lists for media and community partners. She reported on attending a social media workshop where best practices will be effective with tourism’s revamped website and social media communications. Designing the Flash Report and new press releases are next on her list.

She reminded the committee that Travel Portland has a member networking meeting scheduled for Nov. 6. She is working on updating the Google Calendar on our website, and has connected with Harry Troeger for the Tourism’s Facebook page. Harry Troeger has set up a Photo Dropbox in which to collect donated photos of our area for use with marketing and advertising. Anyone can email Harry with photos to add. Harry volunteered to assist with the tourism’s Facebook page, where he has collected over 700 ‘likes’. The committee needs to remove the second Facebook page set up earlier, that will detract from the one Facebook page for tourism.

8B – City Administrator Report. Gordon Zimmerman reported that the tourism committee Dropbox had to be eliminated, due to City security protection. A new Dropbox is being set up for tourism committee members to have access, with file backups on City electronic records. Reminder mentioned that tourism email communications go to tourism@cascade-locks.or.us and our phone extension at City Hall is 541-374-8484 x111.
9. **Old Business**
 - A. **Flash Report Discussion.** The committee reviewed the benefit to community/businesses with the monthly Flash Report. It was decided to keep the report to one page with specific event information provided. The October 2014 edition would be printed Tuesday and delivered by Deanna. Debbie Fine will assist with future deliveries.

10. New Business

- A. Columbia River Gorge Tourism Summit Oct. 15.** Motion was made by Cindilee Baseman to approve \$60 for two registrations, staff and committee member, to attend the Tourism Summit. Motion was seconded by Aurora delVal. Motion carried unanimously.
- B. 2015 Events Schedule Review.** Holly Howell had prepared a preliminary 2015 Events Schedule, which the committee reviewed. Two events were deleted from the schedule: Gorge Short Track Mountain Bike Races in May and June, 2015.
- C. Upcoming Events.** The committee was reminded of these upcoming events:
 - i. CRGVA Tourism Summit, Oct. 15, The Dalles Discovery Center**
 - ii. HCRH 100th Anniversary Planning Meeting, Oct.16, 1:30pm Mult. Falls**
 - iii. Magical History Tour/Sternwheeler Cruise, Oct. 24, 6-10pm**
 - iv. CLBA Volunteer Community Dinner, Oct. 28, Charburger**
- D. Garage Sale Days Discussion.** Joe Shelley reminded the committee that this year tourism would not be holding the Garage Sale Days event, but might consider offering the event to an organization for fundraising purposes. The committee decided to offer the event, with event materials and information, to interested parties. This information would be added to the Flash Report, posted on fliers at the Post Office and Store, and relayed to the Action Team members. Letters of interest can be sent to the Tourism Committee for review and approval.

11. Tourism Committee Member Reports & Events

- A. Debbie Fine** – Brochures that were requested for mailing have been sent.
- B. Cindilee Baseman** – Happy to be spreading the word on Cascade Locks Tourism.
- C. Joe Shelley** – He belongs to the Soggy Boots Hiking Club (meetup.com) and is looking for help with members to join at \$45/6 months.
- D. Dave Lipps**
- E. Chase Lorang**
- F. Aurora delVal** – Brochures were delivered to Travel Portland, as requested.
- G. Marie Miller** – The CLBA has asked for help with the Festival of Lights committee, with the event taking place in December. Contact the committee if you can assist.

12. Next Meeting Date & Time: November 3, 2014, 7:00pm

- 13. Adjournment** – Motion made by Debbie Fine, seconded by Cindilee Baseman to adjourn the meeting. Motion carried unanimously. Meeting was adjourned at 8:27pm.