

CITY of CASCADE LOCKS

AGENDA

CITY COUNCIL MEETING, Monday, April 13, 2015, 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 March 23, 2015 Minutes.**
 - b. **Ratification of the Bills in the Amount of \$188,580.47.**
4. **Public Hearings.**
5. **Action Items:**
 - a. **Appointment to Committees.**
 - b. **Approve Engineer's Contract for Water System Improvement Project.**
 - c. **Approve Updated Nestlé "Fact Sheet."**
 - d. **Approve City of Cascade Locks TGM Code Assistance Final Action Plan.**
 - e. **Approve Purchase of Electric Meters.**
 - f. **Resolution No. 1324: Allocation of Proceeds from the Sale of the Old Fire Hall.**
 - g. **Resolution No. 1325: Reallocation of OIB Payment to Fire Station Building Loan.**
6. **Appearance of Interested Citizens to Share a Variety of Perspectives on Issues Facing Our Community.** (Comments on matters not on the agenda or previously discussed.)
7. **Reports and Presentations.**
 - a. **City Committees.**
 - b. **City Administrator Zimmerman Report.**
8. **Mayor and City Council Comments.**
9. **Other matters.**
10. **Executive Session as may be required.**
11. **Adjournment.**

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

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

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

3. **Adoption of Consent Agenda.**

a. **Approval of March 9, 2015 Minutes.**

b. **Ratification of the Bills in the Amount of \$ 105,672.47.**

Mayor Cramblett read the list of items on the Consent Agenda. **Motion:** CM Helfrich moved, seconded by CM Busdieker, to approve the minutes. CM Randall questioned if there was a conflict of interest with CM Busdieker voting to approve the bills when she is contracted by the Tourism Committee. CA Zimmerman said he didn't think there was a conflict of interest. The motion was approved unanimously by CM's Fitzpatrick, Randall, Helfrich, Busdieker, and Mayor Cramblett.

4. **Public Hearings.** None.

5. **Action Items:**

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

b. **Approve IGA with Hood River County Regarding Communications Tower.** CA

Zimmerman explained that the tower belongs to the City but the equipment belongs to the 911 District. CM Randall asked if there is room for other equipment. CA Zimmerman said there was.

Motion: CM Helfrich moved, seconded by CM Randall, to approve the intergovernmental agreement between Hood River County 911 Communications District and the City of Cascade Locks.

CM Busdieker questioned the word, "received" in the staff report. CA Zimmerman said that should be "pay". CM Busdieker said she would like the contract to be amended as the City Attorney suggests on the staff report.

CM Helfrich amended his motion to include the word "pay" in the staff report and make the suggested changes by the attorney as listed in the staff report. The motion passed unanimously by CM's Fitzpatrick, Randall, Helfrich, Busdieker, and Mayor Cramblett.

c. **Approve Resolution No. 1323 Declaring Three City Vehicles as Surplus and Authorizing Their Sale.** **Motion:** CM Helfrich moved, seconded by CM Busdieker, to approve Resolution No. 1323 declaring three city vehicles as surplus and authorizing their sale. The motion passed unanimously by CM's Fitzpatrick, Randall, Helfrich, Busdieker, and Mayor Cramblett.

d. **Approve Contract with LGPI for Negotiating Union Contract.** CA Zimmerman said this agreement is to be able to use the labor attorney at LGPI during the negotiations for the union contract. Mayor Cramblett stated he has reviewed the last two contracts which covered the last 10 years and said they are basically the same. He said historically, the wage rate is compared and adjusted but the contract, in general, has remained the same. He said he didn't think the City needed to spend money when he and CA Zimmerman could negotiate the contract. CA Zimmerman said we should get a motion first and then discuss. CM Randall asked if this labor attorney is the same as was used in the past. CA Zimmerman it is not. CM Helfrich asked if this is

something that LOC could help with. CA Zimmerman explained that LGPI was founded by the Association of Oregon Counties to help jurisdictions that don't have their own labor attorney. CM Busdieker asked if this amount is kept in the budget or does it go away. CA Zimmerman explained this is an added expense as it only comes around with the term of the contract. CM Busdieker asked if there is a cost per hour. CA Zimmerman explained that it would be per hour.

Motion: CM Helfrich moved to approve LGPI's Agreement for Services for contract negotiations. CM Busdieker asked if he would be willing to add, "not to exceed \$5,000". CM Helfrich agreed. CM Busdieker seconded the motion.

CM Randall asked if the City could get advice without entering into a contract. CA Zimmerman said the City could get advice and would be charged a per hour charge. CM Busdieker said this would add a lot of work for staff. CA Zimmerman said he would have to provide all the information anyway. He said it is a simple contract. He said he knew of only a few issues.

Mayor Cramblett said this is a very generous contract and has always seemed fair in what has been asked for. He asked why would the City have someone else take care of this unless we have to. CM Helfrich said he thinks it is necessary to use the professionals in this who are up on current levels. He said it is wise for Council to remove themselves from negotiations and have the experts do it for us. Mayor Cramblett said the experts are always there if we need them. CM Randall asked if there is mechanism for a "time-out" if needed. CA Zimmerman stated there was. CM Busdieker said if approving the contract the City still decides what they would use LGPI for. She said she would like to have the professionals under contract to review everything before approved. She said having a contract seems more stable and would look better to the citizens. CM Fitzpatrick said he was in favor of doing what can be done in house but having the option to contact LGPI for service. Mayor Cramblett asked if the City could initiate the process. CA Zimmerman said he would have LGPI review the current contract to see if any changes are needed based on current law. He said he could relay issues to LGPI and ask if they see any pitfalls with approaching in the way the City chooses. He said he could use them as a sounding board and not have to have them here during negotiation sessions. CA Zimmerman said he would limit the use of LGPI. The motion passed unanimously by CM's Fitzpatrick, Randall, Helfrich, Busdieker, and Mayor Cramblett.

- e. **Approve Contract with Hood River County Sheriff's Department.** **Motion:** CM Helfrich moved, seconded by CM Busdieker, to approve the intergovernmental agreement with Hood River County Sheriff's Office for the provision of law enforcement in Cascade Locks during the fiscal year 2015/2016. CM Helfrich said the City has received good service and they are professional. The motion passed unanimously by CM's Fitzpatrick, Randall, 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. **Review OEO Car Use.** CA Zimmerman said the OEO car does save the City money. There was consensus of Council to keep the OEO car.

c. **Review Dennis Snyder's Attorney Correspondence.** CA Zimmerman said Mr. Snyder's attorney is threatening a law suit if the City doesn't install the 2000 kva transformer. He said the MOU could be rewritten to include Dennis Snyder Jr. and make it transferrable to another property owner. He said or the City could just replace now with the 2000 kva and include that in the cost of the pyramid substation upgrade.

Mayor Cramblett said his main concern was to save the City money. He said there are other businesses coming in that are going to need the 1000 kva transformer so it seemed to make more sense at that time. He said Mr. Snyder is a good customer and understands his concerns. He said the City should just put in the 2000 kva transformer. CM Busdieker asked about the validity of Mr. Bullock's claim on cost of copper. CA Zimmerman explained that there is a lot of copper in the transformers but the point is that the cost will be less now than later to purchase a 2000 kva. CM Busdieker asked why Mr. Snyder's attorney is bullying the City if Mr. Snyder is interested in working with the Council. She said that makes her mad and makes her not want to work with him. CA Zimmerman explained that Mr. Snyder's point is that the current Council and Staff aren't going to be here forever and in the past he has been damaged by the City and Council. CM Busdieker said she was really put off by the threats.

CM Helfrich said he supported the installation of the 2000 kva when first brought to Council and still does. He said he appreciates the Mayor's efforts in trying to save the City money. There was consensus of Council to replace the Snyder transformer with a 2000 kva transformer. CM Fitzpatrick asked about repairing the current Snyder transformer. CA Zimmerman explained that this type of transformer is called a live front transformer, also known in the trade as, "widow maker". He recommended scrapping this transformer.

d. **City Administrator Zimmerman Report.** CA Zimmerman said the sale of the old fire hall would be finalized on 3/26. He said the City received approval for the preliminary engineering report from USDA Rural Development. He said they agree with the City's selected option and approach and with the selected engineer. CA Zimmerman said the engineer can begin construction drawings. He said the hope is to have construction start after the tourist season but before winter. CM Busdieker thanked CA Zimmerman for the work he has done on this. CA Zimmerman reported that all Councilors should have received their Statement of Economic Interest. He said CM Busdieker had not received hers.

CA Zimmerman reported that the Council will be reviewing the recommendations from Planner Scott Siegel in a draft action plan at their next meeting. He said there is an opportunity to hold a parking management workshop and asked if the Council was interested in that. There was consensus of Council.

CA Zimmerman said with all the work coming up with substation and upgrading distribution lines the City is in need of a journeyman lineman and asked if staff could start the hiring process. There was consensus of Council. CA Zimmerman asked if the hiring process could start for the Public Works summer position. There was consensus of Council.

CA Zimmerman reported that there was an electrical outage downriver this afternoon and that the department is still working on it.

8. **Mayor and City Council Comments.** CM Fitzpatrick congratulated staff on finalizing the 911 tower issue. CM Helfrich said at the MCEDD Board Meeting he was successful in moving the Bridge of the Gods and Hood River Bridge projects to number three on MCEDD's strategies. He said he would like MCEDD to consider a Strategic Plan on projects instead of a list of strategies. He said he thought a strategic plan would better serve the entire region.

CM Busdieker thanked staff for the great work and forward movement on the water project, the electric system, and the 911 tower. She said this is a lot of work in addition to the day to day workload. She said staff works hard for us and she appreciates it.

CM Busdieker said that at the last meeting a Councilor spoke for all the Council on the bottled water proposal. She said no one has asked her what her thoughts were and was absolutely furious. She read her statement (Exhibit A). CM Randall said CM Busdieker is referring to closing statements from the last meeting. He said, as referred to in the minutes, he was talking about Council as a whole, which is how it is done. He said he didn't think he was putting words in anyone's mouth. He said he wasn't speaking of personal opinions and didn't think he did anything wrong. He said he does support Nestlé and knows that it is a complicated issue. CM Randall said that Council will do their due diligence to make sure that the City has done everything to protect its citizens. Mayor Cramblett stated that when speaking to others that Councilors can state their own opinion but should make it very clear what they are stating is their personal opinion and not the opinion of Council.

Mayor Cramblett reported a possible sink hole on WaNaPa Street just west of the old fire hall. He asked about no longer receiving the History and Syfy channels. CA Zimmerman explained that the receiver for the History channel does not work. He said a new receiver is \$1,800. The City is going to purchase a new receiver. He said the issue with Syfy is that it has been moved to a satellite that the City can't receive. He said the City will be purchasing the channel through Dish to get the channel restored. He said this will be \$220 per month. He explained that Syfy is a channel that is packaged with other channels and can't get out of the other contract. He said we are still hemorrhaging money from CATV but will be continuing negotiations to move CATV to GorgeNet.

9. **Other matters.** None.
10. **Executive Session as may be required.** None.
11. **Adjournment. Motion:** CM Helfrich moved, seconded by CM Busdieker, to adjourn. The motion passed unanimously by CM's Fitzpatrick, Randall, Helfrich, Busdieker, and Mayor Cramblett. The meeting was adjourned at 8:12 PM.

Prepared by
Kathy Woosley, City Recorder

APPROVED:

Tom Cramblett, Mayor

in our last meeting, someone claimed to speak for all of us on the water bottling proposal. since no one sitting on this bench has ever once asked what my thoughts were, i was absolutely infuriated. here is the official statement i have released:

i speak for myself on council, and no one has convinced me yet that a certain water bottling proposal is a good long-term prospect for the community. i fully understand the city's need for economic development, but not every job is a good job. i feel the city is blinded by dollar signs and not giving the long-term effects close enough scrutiny, especially if we have more so-called winters like this.

we have others looking at land in the industrial park whose products i can completely get behind, so it's not about being anti-business. those potential businesses aren't taking our natural resources away for a use i consider to be one of the most wasteful on the planet. if we are to be true stewards of the land, we should be phasing out single use plastic bottles altogether, not encouraging more. perhaps if the water was going into reusable five-gallon jugs, i could be a little more comfortable with it.

and the fact remains that data can be manipulated to say more or less anything you want it to. how do we know we're getting the whole story, and not just what they want us to hear? i honestly don't think i can trust them until i've read the raw data myself.

a little background information; my interdisciplinary studies degree from marylhurst university focuses on ecology and journalism, and i was accepted into one of the top environmental business programs in the world at jyvaskyla, finland. didn't get the fulbright, but made it to the last round. part of my senior project was to evaluate the university master plan for its environmental features, and read and write an environmental impact statement. the ecology portion of my degree was mostly concentrated on the columbia river watershed. i was also data specialist for the hood river school district, so i am qualified to read raw data; and a founding and steering committee member of the gorge local currency cooperative, educated in local economies.

those of you who, like me, are skeptical of the plan, may feel like no one is listening. i want you to know that you have at least one person who will be scrutinizing every word that comes in front of me, just as i attempt to do with anything else council considers. thank you for your support.

EXHIBIT A pg 1 of 1
TO MINUTES OF 3/23/15
City Council MEETING

BLANKET VOUCHER APPROVAL

PAGE NO. 1

DEPARTMENT: CITY OF CASCADE LOCKS
COVER SHEET AND SUMMARY

DATE:	DESCRIPTION:	AMOUNT:
3/20/2015	PR	\$ 51,321.57
4/3/2015	PR	\$ 37,317.86
3/31/2015	A/P	\$ 99,941.04

GRAND TOTAL \$ 188,580.47

APPROVAL:

Mayor

Report Criteria:

Report type: GL detail

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
5686	03/15	03/31/2015	6942	1406025	Ace Industrial Supply, Inc.	red tail diamond blades	2140562560	222.17
Total 5686:								
5687	03/15	03/31/2015	6820	55447	Anderson Perry & Associates Inc.	Collection System Eval	0740562131	2,149.26
5687	03/15	03/31/2015	6820	55448	Anderson Perry & Associates Inc.	Planning Studies	0740562131	2,000.00
Total 5687:								
5688	03/15	03/31/2015	330	1068734	BENNETT PAPER & SUPPLY CO	Garbage Bags, Towels, Toilet Paper	0140462540	180.39
Total 5688:								
5689	03/15	03/31/2015	430	10872	BONNEY ELECTRIC	touble shoot comm problems at STP	3140562110	200.00
Total 5689:								
5690	03/15	03/31/2015	6839	81721245	Bound Tree Medical, LLC	adenosine	0540562351	67.96
5690	03/15	03/31/2015	6839	81727302	Bound Tree Medical, LLC	gloves, iv solution	0540562351	14.90
5690	03/15	03/31/2015	6839	81731629	Bound Tree Medical, LLC	gloves, iv solution	0540562351	70.08
5690	03/15	03/31/2015	6839	81735748	Bound Tree Medical, LLC	pants	0540562029	94.98
5690	03/15	03/31/2015	6839	81738516	Bound Tree Medical, LLC	Meds	0540562351	37.29
5690	03/15	03/31/2015	6839	81741114	Bound Tree Medical, LLC	Meds	0540562351	47.44
Total 5690:								
5691	03/15	03/31/2015	670	CCLEP 3/9/1	CASCADE LOCKS LIGHT CO.	cclep Hurley	5140562138	150.00
Total 5691:								
5692	03/15	03/31/2015	790	3132300273	CENTURYLINK	Fire Department Phones	0540562050	134.09
5692	03/15	03/31/2015	790	313401451 3	CENTURYLINK	Sewer Treatment plan	3140562050	116.05
5692	03/15	03/31/2015	790	313470082 3	CENTURYLINK	City Hall Phones	0140162050	397.74
5692	03/15	03/31/2015	790	313785538 3	CENTURYLINK	telemetry	2140562050	127.13
5692	03/15	03/31/2015	790	313785538 3	CENTURYLINK	telemetry	3140562050	127.12
5692	03/15	03/31/2015	790	313891134 3	CENTURYLINK	Emergency After Hours	5140562050	54.61
5692	03/15	03/31/2015	790	313891134 3	CENTURYLINK	Emergency After Hours	5140662050	13.65

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
5692	03/15	03/31/2015	790	314228414 3	CENTURYLINK	Lift Station	3140562050	38.44
5692	03/15	03/31/2015	790	320153997 3	CENTURYLINK	well house dialer	2140562050	8.00
Total 5692:								
5693	03/15	03/31/2015	820	60950	CH2M HILL ENGINEERS INC.	Monthly Payment	3140562700	7,358.33
Total 5693:								
5694	03/15	03/31/2015	940	JAN/FEB 201	CITY OF SPRINGFIELD	Ambulance Billing Service	0540562111	76.00
Total 5694:								
5695	03/15	03/31/2015	1000	A15006	Coburn Electric	installed new modem at booster station	3140562110	1,547.16
Total 5695:								
5696	03/15	03/31/2015	6852	BENNET MA	College of Emergency Services	Paramedic Training J. Bennett	0540562024	1,443.00
Total 5696:								
5697	03/15	03/31/2015	1120	B97789	COLUMBIA HARDWARE, LLC	lumber and foam	2140562560	160.89
Total 5697:								
5698	03/15	03/31/2015	1530	MARCH 201	DISH NETWORK	Programming	4140562740	400.00
Total 5698:								
5699	03/15	03/31/2015	6795	0447206	Ferguson	comb air& vac valve	2140563432	863.68
Total 5699:								
5700	03/15	03/31/2015	2420	MARCH 201	HOOD RIVER CO. - FINANCE	Dog License	0130143280	9.00
5700	03/15	03/31/2015	2420	MARCH 201	HOOD RIVER CO. - FINANCE	Dog License	0130143280	.50-
Total 5700:								
5701	03/15	03/31/2015	2550	000154014	HOOD RIVER HEALTH DEPT.	Immunizations for PW	3140562870	110.60

Check Issue Dates: 3/31/2015 - 3/31/2015

Mar 31, 2015 09:21AM

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 5701:								110.60
5702	03/15	03/31/2015	6874	FEB 2015	LIN Television Corporation	programming	4140562740	229.10
Total 5702:								229.10
5703	03/15	03/31/2015	3160	031715	MARIANNE BUMP/PETTY CASH	Reimburse Petty Cash	5140562870	103.00
5703	03/15	03/31/2015	3160	031715	MARIANNE BUMP/PETTY CASH	Reimburse Petty Cash	5140562870	124.50
Total 5703:								227.50
5704	03/15	03/31/2015	3380	KPDX FEB 2	Meredith Corporation	Retransmission	4140562740	126.40
5704	03/15	03/31/2015	3380	KPDX FEB 2	Meredith Corporation	Retransmission	4140562740	86.50
5704	03/15	03/31/2015	3380	KPTV FEB 2	Meredith Corporation	Retransmission	4140562740	300.20
5704	03/15	03/31/2015	3380	KPTV FEB 2	Meredith Corporation	Retransmission	4140562740	181.65
Total 5704:								694.75
5705	03/15	03/31/2015	4910	301877826	Michael Kulp	Refund Deposit	5121130	232.84
Total 5705:								232.84
5706	03/15	03/31/2015	4020	ME116292	ODOT-FUEL SALES	Fuel	0540562420	285.71
5706	03/15	03/31/2015	4020	ME116292	ODOT-FUEL SALES	Fuel	2140562530	83.87
5706	03/15	03/31/2015	4020	ME116292	ODOT-FUEL SALES	Fuel	3140562530	86.93
5706	03/15	03/31/2015	4020	ME116292	ODOT-FUEL SALES	Fuel	5140562200	491.29
Total 5706:								947.80
5707	03/15	03/31/2015	4620	7228430-MR	PITNEY BOWES - RENTAL	Rental	0140162120	154.47
Total 5707:								154.47
5708	03/15	03/31/2015	4670	TOM DC TRI	PORT OF CASCADE LOCKS	travel to DC	0140862020	1,000.00
Total 5708:								1,000.00
5709	03/15	03/31/2015	4810	16354	PRINT IT	door hangers	5140562870	161.60
5709	03/15	03/31/2015	4810	16354	PRINT IT	door hangers	5140662870	40.40

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 5709:								
5710	03/15	03/31/2015	6780	19534925	Ricoh Americas Corporation	Lease	0140162120	202.00
Total 5710:								
5711	03/15	03/31/2015	4910	400257407 3	Robert Walker	Refund Deposit	5121130	236.80
Total 5711:								
5712	03/15	03/31/2015	6886	FEB 2015	Sinclair Television Group, Inc.	retransmission	4140562740	58.29
Total 5712:								
5713	03/15	03/31/2015	5510	8033648860	STAPLES CONTRACT & COMMERCIA	toner and paper	0140162010	347.60
Total 5713:								
5714	03/15	03/31/2015	6834	032115	Teresa Hart	Refund gym rental fee	0130143501	188.50
Total 5714:								
5715	03/15	03/31/2015	6070	424820	TWGW, INC NAPA AUTO PARTS	credit for core deposit and part return	5140562201	210.00
5715	03/15	03/31/2015	6070	425021	TWGW, INC NAPA AUTO PARTS	core deposit credit	5140562201	6.21-
5715	03/15	03/31/2015	6070	425390	TWGW, INC NAPA AUTO PARTS	blower motor	5140562201	55.60-
5715	03/15	03/31/2015	6070	915583	TWGW, INC NAPA AUTO PARTS	oil and air filters	2140562441	52.29
5715	03/15	03/31/2015	6070	916411	TWGW, INC NAPA AUTO PARTS	credit for fuel filters	5140562201	25.63
5715	03/15	03/31/2015	6070	916718	TWGW, INC NAPA AUTO PARTS	oil filters, oil, air filters, fuel filters	2140562441	40.82-
5715	03/15	03/31/2015	6070	916718	TWGW, INC NAPA AUTO PARTS	oil filters, oil, air filters, fuel filters	3140562441	64.53
5715	03/15	03/31/2015	6070	916771	TWGW, INC NAPA AUTO PARTS	acet 140	2140562560	64.52
5715	03/15	03/31/2015	6070	917025	TWGW, INC NAPA AUTO PARTS	battery, core, battery cables	5140562201	49.99
5715	03/15	03/31/2015	6070	917026	TWGW, INC NAPA AUTO PARTS	battery and core	5140562201	293.37
5715	03/15	03/31/2015	6070	917113	TWGW, INC NAPA AUTO PARTS	cable, mount, d-ring	5140562201	161.32
5715	03/15	03/31/2015	6070	917234	TWGW, INC NAPA AUTO PARTS	misc parts	5140562201	60.50
Total 5715:								
5716	03/15	03/31/2015	6110	MARCH 201	U.S. POSTAL SERVICE	UB Postage	0140162055	43.37
Total 5716:								
Total 5716:								

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 5716:								
5717	03/15	03/31/2015	6937	274866060	US Bank Equipment Finance	contract payment	5645163941	277.84
Total 5717:								
5718	03/15	03/31/2015	6740	D2535901	ZEE MEDICAL INC	burn kit	5140562110	1,293.61
Total 5718:								
3311501	03/15	03/31/2015	440	OCT14-TRN	BPA	revised Oct Transmission Bill	5140562821	148.64
3311501	03/15	03/31/2015	440	OCT14-TRN	BPA	revised Oct Transmission Bill	5140662821	768.00 M
Total 3311501:								
3311502	03/15	03/31/2015	440	FEB15-PWR	BPA	Feb Power Bill	5140562820	133.00 M
3311502	03/15	03/31/2015	440	FEB15-PWR	BPA	Feb Power Bill	5140662820	901.00
Total 3311502:								
3311503	03/15	03/31/2015	440	FEB15-TRN0	BPA	Feb Transmission Bill	5140562821	49,767.00 M
3311503	03/15	03/31/2015	440	FEB15-TRN0	BPA	Feb Transmission Bill	5140662821	7,830.00 M
Total 3311503:								
3311504	03/15	03/31/2015	6080	FEB 2015	U S BANK	Bank Fees	0140162110	12,233.00
Total 3311504:								
3311505	03/15	03/31/2015	6090	2305 3/15	U S BANK CC	honda recall and repair	0140162441	308.29
3311505	03/15	03/31/2015	6090	2305 3/15	U S BANK CC	office supplies	0140362870	179.99 M
3311505	03/15	03/31/2015	6090	2305 3/15	U S BANK CC	honda push mower	0140463133	30.00 M
3311505	03/15	03/31/2015	6090	2305 3/15	U S BANK CC	station supplies	0540562351	622.97 M
3311505	03/15	03/31/2015	6090	2305 3/15	U S BANK CC	protective clothing	5140562210	99.53 M
Total 3311505:								
3311506	03/15	03/31/2015	3650	SI-436529	NATIONAL CABLE TELEVISION COOP.	new receiver and hardware	4140562560	61.50 M
Total 3311506:								
993.99								
1,866.65 M								

Check Number	GL Period	Check Issue Date	Vendor Number	Invoice No.	Payee	Description	GL Account	Amount
Total 3311506:								
3311507	03/15	03/31/2015	6090	4393 3/15	U S BANK CC	office supplies	0140162010	45.45 M
Total 3311507:								
3311508	03/15	03/31/2015	6090	2974 3/15	U S BANK CC	training expense	0140162020	20.00 M
3311508	03/15	03/31/2015	6090	2974 3/15	U S BANK CC	ipad data plan	0540562050	14.99 M
3311508	03/15	03/31/2015	6090	2974 3/15	U S BANK CC	background check	0540562110	10.00 M
Total 3311508:								
3311509	03/15	03/31/2015	6090	8773 3/15	U S BANK CC	tools	5140562201	23.98 M
3311509	03/15	03/31/2015	6090	8773 3/15	U S BANK CC	truck repair	5140562201	101.60 M
3311509	03/15	03/31/2015	6090	8773 3/15	U S BANK CC	truck repair	5140562201	30.00 M
3311509	03/15	03/31/2015	6090	8773 3/15	U S BANK CC	tools	5140562780	413.00 M
Total 3311509:								
								568.58
Grand Totals:								
								99,941.04

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-21010	.50	3,861.44-	3,860.94-
01-301-43280	9.00	.50-	8.50
01-301-43501	210.00	.00	210.00
01-401-62010	233.95	.00	233.95
01-401-62020	20.00	.00	20.00
01-401-62050	397.74	.00	397.74
01-401-62055	277.84	.00	277.84
01-401-62110	308.29	.00	308.29
01-401-62120	391.27	.00	391.27
01-401-62441	179.99	.00	179.99
01-403-62870	30.00	.00	30.00
01-404-62540	180.39	.00	180.39
01-404-63133	622.97	.00	622.97
01-408-62020	1,000.00	.00	1,000.00
05-21010	.00	2,395.97-	2,395.97-
05-405-62024	1,443.00	.00	1,443.00
05-405-62029	94.98	.00	94.98
05-405-62050	149.08	.00	149.08
05-405-62110	10.00	.00	10.00
05-405-62111	76.00	.00	76.00
05-405-62351	337.20	.00	337.20
05-405-62420	285.71	.00	285.71
07-21010	.00	4,149.26-	4,149.26-
07-405-62131	4,149.26	.00	4,149.26
21-21010	.00	1,605.89-	1,605.89-
21-405-62050	135.13	.00	135.13
21-405-62441	90.16	.00	90.16
21-405-62530	83.87	.00	83.87
21-405-62560	433.05	.00	433.05
21-405-63432	863.68	.00	863.68
31-21010	.00	9,649.15-	9,649.15-
31-405-62050	281.61	.00	281.61
31-405-62110	1,747.16	.00	1,747.16
31-405-62441	64.52	.00	64.52
31-405-62530	86.93	.00	86.93
31-405-62700	7,358.33	.00	7,358.33
31-405-62870	110.60	.00	110.60
41-21010	.00	3,538.10-	3,538.10-

GL Account	Debit	Credit	Proof
41-405-62560	1,866.65	.00	1,866.65
41-405-62740	1,671.45	.00	1,671.45
51-21010	102.63	73,550.75-	73,448.12-
51-21130	291.13	.00	291.13
51-405-62050	54.61	.00	54.61
51-405-62110	148.64	.00	148.64
51-405-62138	150.00	.00	150.00
51-405-62200	491.29	.00	491.29
51-405-62201	766.43	102.63-	663.80
51-405-62210	61.50	.00	61.50
51-405-62780	413.00	.00	413.00
51-405-62820	49,767.00	.00	49,767.00
51-405-62821	11,338.00	.00	11,338.00
51-405-62870	389.10	.00	389.10
51-406-62050	13.65	.00	13.65
51-406-62820	7,830.00	.00	7,830.00
51-406-62821	1,796.00	.00	1,796.00
51-406-62870	40.40	.00	40.40
56-21010	.00	1,293.61-	1,293.61-
56-451-63941	1,293.61	.00	1,293.61
Grand Totals:	100,147.30	100,147.30-	.00

Report Criteria:
Report type: GL detail

CASCADE LOCKS STAFF REPORT

Date Prepared: April 6, 2015

For City Council Meeting on: April 13, 2015

TO: Honorable Mayor and City Council

PREPARED BY: Gordon Zimmerman, City Administrator

SUBJECT: Approve Engineer's Contract for Water System Improvement Project

SYNOPSIS: Please find attached the proposed engineering contract for the Water System Improvement Project. Its' 64 pages outlines the job Tenneson Engineering will perform as they guide the work to be done in the City.

The schedule for the project follows:

Completion of Required Studies	May 15
Preliminary Design Completed	July 24
Final Design Completed	October 16
Bid Period and Notice of Award	December 4
Construction Completed	May 20, 2016

This puts the entire construction period off tourist season.

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

RECOMMENDED MOTION: "I move to approve the contract with Tenneson Engineering for the design and construction management of the Water System Improvement Project."

Legal Review and Opinion: The City Attorney and the City's Insurance representative have reviewed the contract.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

Prepared by



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of April 13, 2015 ("Effective Date") between
City of Cascade Locks ("Owner") and
Tenneson Engineering Corporation ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

2015 Water System Improvement Project ("Project").

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: **Professional services for data collection, surveying, engineering design, contract document preparation, bid period and construction period services related to the "Project".**

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;
2. the presence at the Site of any Constituent of Concern; or
3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. **Invoices must include a breakdown of services provided.** Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.

- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 - 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make

resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to

Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall ~~shall~~ **may** jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

- 1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
- 2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

- 1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same,

then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.

- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer ~~as an Additional Service~~ and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part

thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
38. *Agency*—**The Rural Utilities Service or any designated representative of Rural Utilities Service, including USDA, Rural Development.**

B. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included:

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.

- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work.
- F. ~~Exhibit F, Construction Cost Limit.~~ **[Not Used]**
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. ~~Exhibit I, Limitations of Liability.~~ **[Not Used]**
- J. ~~Exhibit J, Special Provisions.~~ **[Not Used]**
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 *Federal Requirements*

- A. **Agency Concurrence.** Signature of a duly authorized representative of the Agency in the space provided on the signature page of the EJCDC form E-500 hereof does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to Agency's applicable requirements. This Agreement shall not be effective unless the Funding Agency's designated representative concurs. No amendment to this Agreement shall be effective unless the Funding Agency's designated representative concurs.
- B. **Audit and Access to Records.** Owner, Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.
- C. **Restrictions on Lobbying.** Engineer and each Consultant shall comply with "Restrictions on Lobbying" if they are recipients of engineering services contracts and subcontracts that exceed \$100,000 at any tier. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other applicable award. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.
- D. **Suspension and Debarment.** Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or Agency. Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the Owner. The Engineer will complete and submit a form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions", to the Owner who will forward it to the USDA, Rural Development processing office.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: **City of Cascade Locks**

Engineer: **Tenneson Engineering Corporation**

By: _____
Print name: **Thomas Cramblett**
Title: **Mayor**
Date Signed: _____

By: _____
Print name: **Darrin Eckman**
Title: **Vice-President**
Date Signed: _____

Engineer License or Firm's Certificate No. (if required):

51430PE

State of: **Oregon**

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

140 WaNaPa Street

Cascade Locks, OR 97014

Designated Representative (Paragraph 8.03.A):
Gordon Zimmerman
Title: **City Administrator**

Phone Number: **(541) 374-8484**

E-Mail Address: **gzimmerman@cascade-**
locks.or.us

3775 Crates Way

The Dalles, OR 97058

Designated Representative (Paragraph 8.03.A):
Darrin Eckman
Title: **Project Manager**

Phone Number: **(541) 296-9177**

E-Mail Address: **deckman@tennesoneng.com**

This is **EXHIBIT A**, consisting of **18** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **April 13, 2015**.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions: **None**
 - b. **In addition, Engineer must identify, study, and evaluate multiple potential alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree with Agency concurrence that only one feasible solution exists. The number of alternative solutions should be appropriate to the specific project as concurred in by the Agency. ~~If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.~~**
 - c. ~~If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify 2 alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.~~
2. Identify potential solution(s) to meet Owner's Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.
4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.

5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.
6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.
7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.
8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs. **The Report mentioned in paragraph 1.01.A.8 of Exhibit A to the Agreement is the Preliminary Engineering Report as defined in RUS Bulletin 1780-2. This document must meet customary professional standards as required 7 CFR 1780.55. The Report must be concurred in by the Agency.**
9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
10. When mutually agreed **and approved by the Agency**, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."
11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
14. Perform or provide the following other Study and Report Phase tasks or deliverables:

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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and American Society of Civil Engineers. All rights reserved.

- a. Provide an Environmental Report as defined at 7 CFR 1794 and RUS Bulletin 1794A-602 or other Agency approved format. The Environmental Report must be concurred in by the Agency.
 - b. Provide archeological / cultural reconnaissance survey
 - c. Provide site specific geotechnical report
 - d. Provide biological assessment
15. Furnish **two (2)** review copies of the Report and any other Study and Report Phase deliverables to Owner within **30** days of the Effective Date and review it with Owner. Within **seven (7)** days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
16. **Revise the Report and any other Study and Report Phase deliverables in response to Owner's and Agency's comments, as appropriate, and furnish three (3) written copies and one (1) electronic copy of the revised Report and any other Study and Report Phase deliverables to the Owner within seven (7) days of receipt of Owner's and Agency's comments.** ~~Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish [] copies of the revised Report and any other Study and Report Phase deliverables to the Owner within [] days of receipt of Owner's comments.~~
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 *Preliminary Design Phase*

- A. After acceptance by Owner **and concurrence by Agency** of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:
- 1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 - 2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner **and Agency** during or

following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.

3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable. **Engineer must also incorporate all Agency regulations, forms, and design and construction standards applicable to the project in development of the documents indicated in this Article.**
9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
None
10. Furnish **six (6)** review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within **49** days of authorization to proceed with this phase, and review them with Owner. Within **14** days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner **six (6)** copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within **seven (7)** days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
 4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 9. Perform or provide the following other Final Design Phase tasks or deliverables: **The Engineer shall identify the building codes and accessibility standards used in the design and indicate them on the drawings and specifications and certify that the final drawings and specifications comply with those standards.**
 10. Furnish for review by Owner, its legal counsel, **Agency** and other advisors, **six (6)** copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within **56** days of authorization to proceed with the Final Design Phase, and review them with Owner. Within **14** days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit **six (6)** final copies of such documents to Owner within **14** days after receipt of Owner's comments and instructions.
 12. **Provide the Owner and Agency with a written certification that the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables comply with all requirements of the Agency. Use Engineer's Certification of Final Plans and Specifications (Attachment GC-B) for this purpose.**
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables **and all Final Design Phase deliverables have been accepted by Owner.**
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is **one (1)**. If more

prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents. **Obtain Agency concurrence on any addenda that modify the bidding documents. Obtain prior concurrence where possible.**
 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 4. Consult with Owner as to the qualifications of prospective contractors.
 5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 6. **The Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors prior to award of contracts for the Work. Engineer shall issue a bid addendum for any and all approved "or equals" and substitutes. Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.**~~If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.~~
 7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.

8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables:
 - a. **Upon award of the Construction Contract, the Engineer shall furnish to Owner five (5) executed copies of the Contract Documents and one (1) electronic copy of the signed documents, including Drawings and Specifications.**
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 *Construction Phase*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
 1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
 3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
 4. *Pre-Construction Conference:* Participate in **and chair** a pre-construction conference prior to commencement of Work at the Site.
 5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data,

drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

6. *Original Documents:* ~~If requested by Owner to do so, m~~Maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or

procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

- c. **The visits described in Article A1.05.A.9.a shall be at least monthly and the Engineer shall document all visits to the project with copies furnished to the Owner and Agency.**
10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A. **Review of substitutes and "or equals" shall be accordance with the General Conditions of the Construction Contract and applicable Agency regulations.**
19. *Inspections and Tests:*
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
 - b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. **Receive from Contractor and review the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The Engineer shall prepare Record Drawings, and furnish such Record Drawings to Owner.**~~Receive from Contractor, review, and transmit to Owner the~~

~~annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.~~

23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
 24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:
 - a. **Upon Substantial Completion, the Engineer shall provide a copy of the Certificate of Substantial Completion to the Agency.**
 25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
 26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
 3. Perform or provide the following other Post-Construction Phase tasks or deliverables:
None
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements **not including preparation of the Environmental Report defined under Basic Services**; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted

subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2, **but only if the Owner's request is made after completion of the Study and Report Phase.**
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).

12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
- ~~17. Preparing Record Drawings, and furnishing such Record Drawings to Owner. [Deleted]~~
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.

26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
 1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 2. **Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.** ~~Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.~~
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.

6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **April 13, 2015**.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.

3. Utility and topographic mapping and surveys.
 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following:

1. **Provide staff and equipment to locate and expose existing infrastructure as requested by Engineer.**

This is **EXHIBIT C**, consisting of **6** pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated **April 13, 2015**.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-1: Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. A Lump Sum amount of **\$390,000** based on the following estimated distribution of compensation:

a. Study and Report Phase	\$60,000
b. Preliminary Design Phase	\$80,000
c. Final Design Phase	\$150,000
d. Bidding and Negotiating Phase	\$12,000
e. Construction Phase	\$78,000
f. Post-Construction Phase	\$10,000
 2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner **and Agency**.
 3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.
 4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges):
 - a. **Any regulatory review and permit fees**
 5. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the

billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

- B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding **12** months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted **with concurrence of the Owner and Agency.**

**COMPENSATION PACKET RPR-2:
Resident Project Representative – Standard Hourly Rates**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.04 Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:

1. **Resident Project Representative Services:** For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be **\$54,000** based upon full-time RPR services on an eight-hour workday, Monday through Friday, over a **168** day construction schedule.
2. **If rate(s) for RPR services is not indicated in Appendix 2 to Exhibit C, "Standard Hourly Rates Schedule," the Standard Hourly Rate for RPR services is \$45.00 per hour.**

B. Compensation for Reimbursable Expenses:

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of **1.10**.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of **January 1**) to reflect equitable changes in the compensation payable to Engineer. **Changes will not be effective unless and until concurred in by the Owner and Agency.**

C. *Other Provisions Concerning Payment Under this Paragraph C2.04:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of **1.10**.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. *Estimated Compensation Amounts:*
 - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner **and Agency** written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner ~~at cost~~ **at no cost**.

**COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. *Compensation For Reimbursable Expenses:*
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
 2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
 3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of **1.10**.
 4. The Reimbursable Expenses Schedule will be adjusted annually (as of **January 1**) to reflect equitable changes in the compensation payable to Engineer. **Changes will not be effective unless and until concurred in by the Owner and Agency.**
- C. *Other Provisions Concerning Payment for Additional Services:*
1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of **1.10**.

2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner ~~at cost~~ **at no cost**.

This is **Appendix 1 to EXHIBIT C**, consisting of **1** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **April 13, 2015**.

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

Large Format Copies	\$ 0.50/sq. ft.
Mileage (passenger auto)	\$ 0.58/mile
Mileage (survey vehicle w/ gear)	\$ 0.78/mile
Laboratory Testing	at cost
Meals and Lodging	at cost

This is **Appendix 2 to EXHIBIT C**, consisting of **1** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **April 13, 2015**.

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

Principal Engineer / Surveyor	\$118.00/hour
Project Engineer / Surveyor	101.00/hour
Staff Engineer / Surveyor	86.00/hour
2-man Survey Crew	151.00/hour
1-man Survey Crew w/ GPS	122.00/hour
Resident Project Representative	45.00/hour
Non-administrative Support Staff	35.00/hour
Stakes/Lath	0.75/each

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **April 13, 2015**.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. **Full time Resident Project Representation is required unless requested in writing by the Owner and waived in writing by the Agency.**
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

Exhibit D - Resident Project Representative.

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4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
 - c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.
10. *Inspections, Tests, and System Start-ups:*
- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
 - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
 - d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
 - e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.
11. *Records:*
- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
 - b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
 - c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
 - d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile

numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. ~~Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor. [Deleted]~~
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT E**, consisting of **3** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **April 13, 2015**.



NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To:

Owner

And To:

Contractor

From:

Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated **April 13, 2015**, and the following terms and conditions of this Notice:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.

2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **April 13, 2015**.

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 *Insurance*

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
 - 1) Bodily injury, each accident: **\$500,000**
 - 2) Bodily injury by disease, each employee: **\$500,000**
 - 3) Bodily injury/disease, aggregate: **\$500,000**
- c. General Liability --
 - 1) Each Occurrence (Bodily Injury and Property Damage): **\$1,000,000**
 - 2) General Aggregate: **\$2,000,000**
- d. Excess or Umbrella Liability --
 - 1) Per Occurrence: **\$2,000,000**
 - 2) General Aggregate: **\$2,000,000**
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
\$1,000,000
- f. Professional Liability --
 - 1) Each Claim Made **\$1,000,000**
 - 2) Annual Aggregate **\$1,000,000**
- g. Other (specify): **NONE**

2. By Owner:

- a. Workers' Compensation: Statutory

Exhibit G – Insurance.

b. Employer's Liability --

- | | |
|--|-----------|
| 1) Bodily injury, Each Accident | \$500,000 |
| 2) Bodily injury by Disease, Each Employee | \$500,000 |
| 3) Bodily injury/Disease, Aggregate | \$500,000 |

c. General Liability --

- | | |
|---|-------------|
| 1) General Aggregate: | \$2,000,000 |
| 2) Each Occurrence (Bodily Injury and Property Damage): | \$1,000,000 |

d. Excess Umbrella Liability

- | | |
|-----------------------|-------------|
| 1) Per Occurrence: | \$2,000,000 |
| 2) General Aggregate: | \$2,000,000 |

e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):

\$1,000,000

f. Other (specify): **NONE**

B. *Additional Insureds:*

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:

a. Tenneson Engineering Corporation
Engineer

b. Earth Engineers, Inc.
Engineer's Consultant

c. To be Identified at a later date
Engineer's Consultant

d. _____
[other]

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.

3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

Exhibit G – Insurance.

This is **EXHIBIT H**, consisting of **1** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **April 13, 2015**.

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.09 *Dispute Resolution*

- A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by **Six Rivers Mediation located in Hood River, Oregon or other mutually acceptable mediator**. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **April 13, 2015**.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner: **City of Cascade Locks**

Engineer: **Tenneson Engineering Corporation**

Project: **2015 Water System Improvement Project**

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- ___ Additional Services to be performed by Engineer
- ___ Modifications to services of Engineer
- ___ Modifications to responsibilities of Owner
- ___ Modifications of payment to Engineer
- ___ Modifications to time(s) for rendering services
- ___ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: _____
Print name: _____

By: _____
Print name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

AGENDA ITEM NO: 5.C.

CASCADE LOCKS STAFF REPORT

Date Prepared: April 6, 2015

For City Council Meeting on: April 13, 2015

TO: Honorable Mayor and City Council

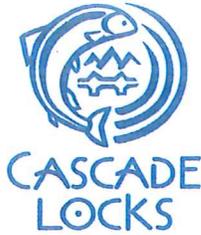
PREPARED BY: Gordon Zimmerman, City Administrator

SUBJECT: Approve Updated Nestlé Fact Sheet

SYNOPSIS: In an effort to keep the Council and public informed about the various issues surrounding the potential for Nestlé to come to Port's Business Park, the attached "fact" sheet has been developed. If this information meets with your approval, we will post this to the City's website. This information has been approved by the Joint Work Group for Economic Development, with members of both the City Council and Port Commission on the committee.

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

RECOMMENDED MOTION: "I move to approve the proposed fact sheet for inclusion on the City's web page."



Some Questions and Answers About the City of Cascade Locks and the Nestlé Water Bottling Facility

The City of Cascade Locks has received a proposal from Nestlé Waters North America to potentially build a small-sized, two-line bottled water plant in the Port of Cascade Locks business park. Currently there are approximately 30 other water bottling companies that operate in the State of Oregon. Both the City and the Port are undergoing a rigorous process to assess the economic and environmental viability of this project, and are committed to keeping residents informed with the facts. We are proud of our community's long-standing commitment to water stewardship, and recognize the need to fairly consider and evaluate any major new business opportunities that could provide a much needed economic boost to our community.

The City of Cascade Locks and the Port of Cascade Locks are continuing the investigation and review of the relationship with Nestlé Waters North America in an effort to recruit a water bottling facility into the business park located at the east end of town. As of the date of this report, Nestlé has signed an option to purchase land for the facility. No other agreements have been reached. This is an ongoing economic development effort involving three parties: the City, the Port, and Nestlé.

The following are some of the questions raised by concerned citizens and groups interested in this project.

Does the new bottling plant put a "strain on the existing water infrastructure?"

The City of Cascade Locks' current water system cannot handle the amount of water Nestlé would bottle for the waters of Oxbow Spring. It shouldn't. It's not designed to. The current water system, while in desperate need of the current \$3.76 million Water System Improvement Project, is designed to handle the residential, commercial, and usual industrial users in town. The City has just received a notice of eligibility from the USDA Rural Development which will allow us to borrow money and finance the needed Water System Improvement Project.

Nestlé will be required to build and maintain the entire infrastructure necessary to move the water from Oxbow Springs to the proposed plant. That infrastructure would be built to a higher standard (a food grade quality standard) than is required for municipal water systems. Since

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

that infrastructure would be independent of the City's water system, it does not strain the City's existing system. Over time, City revenue from water sales to Nestlé cost may at least maintain the cost of water and may even lower local ratepayers' costs.

Does the new bottling plant put a “strain on the transportation infrastructure?”

WaNaPa Street, the main street going through town (US Highway 30), and Forest Lane are the main routes from the east bound freeway exit (#44) to the Port of Cascade Locks Business Park. WaNaPa Street is the commercial center in town and adequately handles the westbound trucks coming off Interstate 84, stopping for the custard ice cream cones at the East Wind Drive Inn, and continuing back on the freeway to the west.

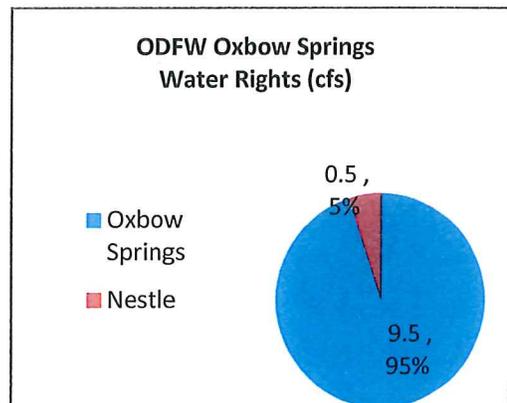
Forest Lane does travel through a residential neighborhood. The street is designed, according to the City's Transportation System Plan, to handle between 1,200 and 10,000 vehicle movements per day. With a population of only 1,235 people the City does not generate the maximum level of those vehicle movements. When the lumber mill was open on the east end of town, more timber was trucked through town than is anticipated with the bottling plant. 200 trucks per day (100 inbound and 100 outbound) is an average of one truck every 15 minutes in each direction. There are 22,000 vehicles traveling on Interstate 84 every day. 200 trucks per day is an increase of one tenth of one percent (.1%). The City Council is aware of the safety issues. The City is developing a plan to improve the sidewalks and bicycle lanes along Forest Lane and to possibly lower the speed limit from the current 35 mph. There will not be a strain on the City streets.

Nestlé has promised 50 new jobs. What happens if they don't reach that number?

Nestlé operates similar sized plants all over the United States. Those two-line plants require the promised amount of jobs. To a struggling community of 1,235 people with 16% unemployment, even half that number of jobs is significant. Is there a guarantee that Nestlé will hire the local people? No. They will hire the people that are qualified to work in the new facility. We will also work with Mt. Hood Community College and Columbia Gorge Community College to provide training that will prepare our own residents to compete for these jobs. We have great partners in the education field to help with this issue.

Will the State of Oregon “permanently give away the State's rights to Oxbow Springs”?

The Oregon Department of Fish and Wildlife (ODFW) has a 10 cubic foot per second (cfs) water right in Oxbow Springs. ODFW has a total of 40 cfs of water rights for the entire Fish Hatchery complex. The current cross transfer applications will move .5 cfs to the City of Cascade Locks. In return, the City of Cascade Locks will pump .5 cfs back into the Fish Hatchery system on an annual basis. This is an equal exchange.

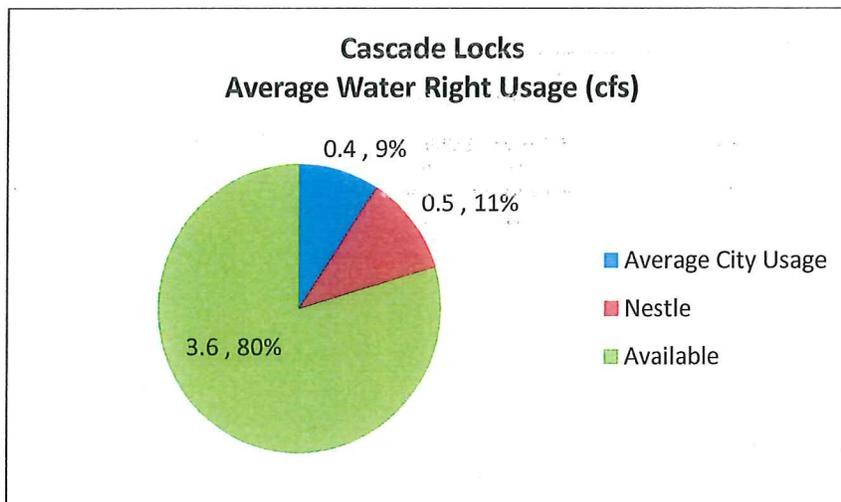


Nestlé is asking for only 1/80th of the Fish Hatchery's total water right – 1.25%. If the plant should leave at some point in the future, another application for cross transfers can be processed to reverse this action.

The State is not giving the water away. The water that the City receives from Oxbow Springs and bottled by Nestlé will be sold to them at a fair market price.

Can the City's water supply provide the necessary water to ODFW?

The City of Cascade Locks has a total water right of 15 cubic feet per second (cfs) from three main sources: Dry Creek surface water at 10 cfs, Moody Springs ground water at 1 cfs, and Herman Creek ground water at 4 cfs. The water supply the City currently uses is the Herman Creek well field. At 4 cfs, the water right is 2.6 million gallons per day. The city uses an average of just 266,667 gallons per day. The Nestlé usage would not be much more than that at 322,000 gallons per day at maximum production. The City has plenty of water available. After the Water System Improvement Project is completed, we should have even more water available because of the reduction in the current system's leaky pipes.



Why would the City sell the water for less to Nestlé than to its residents?

Americans have long held to the practice that if I buy more, I should get a volume discount. The average residential unit in Oregon uses 7,500 gallons of water per month. In Cascade Locks the average is closer to 4,000 gallons per month. At 4,000 gallons per month at a cost of \$2.50 per thousand gallons, that average resident pays \$10 for the water used. The water bottling facility will bottle 9,000,000 gallons per month for distribution. Although no price has been negotiated at this time, if the price was \$2.00 per thousand gallons, the monthly bill would not be \$10, but \$18,000. If you used that much water, wouldn't you want a break, too? Please also remember that the water Nestlé will be distributing will never go through City built or maintained infrastructure. The City will never pay for Nestlé's water transmission line as long as it delivers to the new plant.

Why doesn't the City just bottle its own water and sell it?

The City of Cascade Locks does not have the resources or the expertise to build or operate a \$50 million facility. Municipalities in the State of Oregon are strictly regulated for what investments they can make with tax payer dollars. A risky private venture is not within the realm of possibility. We are a public entity that does not operate on a profit margin scenario.

What are the environmental concerns?

The citizens of Cascade Locks are certainly aware of the environmental concerns around plastic. Plastic from a single bottling plant does not seem as significant as the plastic in the soda bottles or rings around soda and beer cans. Oregonians have a long and growing history of recycling.

We understand that water is a renewable resource. We average 80 inches of rain per year. Portland and Hood River receive half that amount. We have the rain, and the water that flows from the snow melt on Mt. Hood, and the mighty Columbia River that flows past our shore. 100 million gallons a year is a very small percentage of the total water resources the City has. It is about how much water it takes to maintain a 9-hole golf course for a year. It is the amount of water that flows past Cascade Locks every minute of every day. It is the reason for Cascade Locks' existence.

A community survives on its resources. Cascade Locks' resources are wind, dirt, and water. People come here to ride the wind in their sailboats, walk or ride on the dirt of the trails, and look at or swim in or sail on the waters of the Gorge. Cascade Locks now has the opportunity to crawl out of survival mode by selling a small part of one of our renewable resources for the betterment of our community.

The Portland market for Nestlé's bottled water is currently served by a bottling facility in Sacramento, California, 600 miles away. A bottling plant only 44 miles away substantially reduces the diesel fuel burned and carbon emissions created by the trucks. Since the source of the water, Oxbow Springs, is only 3000 feet from the proposed bottling sight, Nestlé can build a 4 inch diameter food grade quality pipeline to deliver the water to the plant, thereby eliminating the need to truck water between the source and the plant.

ODFW conducted a year-long test to demonstrate that the City's well water is suitable for raising fish. The test was successfully completed in early 2011 and found that fish thrive in the ground water equally as well as they do in the spring water.

Nestlé Waters is proposing to build a LEED certified building, which will ensure that the facility meets strict environmental standards.

Fewer truck miles on the interstate, water available for endangered species fish production, an energy efficient manufacturing facility, and a small percentage of water used from an abundant

resource sounds like a good corporate neighbor protecting and even enhancing our environment.

Municipal Water Supplies are safe. Why do we have to have bottled water?

The City of Cascade Locks tests its water frequently and annually publishes a report about the quality of our water. Bottled water can be useful in certain situations. But it is really a consumer decision. We are told to have a supply of water stored for emergencies and that we have to rotate the stock so that it is never more than six months old. After the spring water bottling line is functioning, Nestlé may also bottle City water for one of its brands.

What are the benefits for Cascade Locks community?

There are many benefits for the community with this project.

1. **50 new jobs in the community:** These are well paying jobs that give people the opportunity to support their families, upgrade their housing and transportation needs, and maybe even put something away for a rainy day.
2. **Property Taxes:** The property tax base for the City is \$75 million. At a rate of \$2.70 per thousand of assessed valuation, we receive about \$200,000 annually in our General Fund. If the plant is valued at \$50 million, then after the Enterprise Zone Property Tax Abatement program is over (if the company qualifies), then the City will increase taxes collected by about \$135,000, a 67% increase.
3. **Water Department Revenues:** After full build out, the Water Department will receive significant resources from the water it sells. This could provide sufficient revenues such that, after the revenue stream is measured, the City should be able to the lower water rates for the residents.
4. **Wastewater Department Revenues:** Wastewater income would increase an estimated 40%.
5. **Electric Department Revenues:** City Light would probably double the revenue in the department with the only cost increase being the cost of the electricity from the BPA.
6. **No Increase in City Staff:** All of these benefits will not require an increase in the number of City employees. We can handle the work with the people we have.
7. **Increase in Fish Production:** The Fish Hatchery cannot efficiently raise sockeye salmon smolts (an endangered species) during the latter half of the summer because of low stream flows into their processing operation. The City will be able to deliver some extra water to the Fish Hatchery during those low flow times, thereby extending the growing season.
8. **OSU Economic Impact Study:** Preliminary economic estimates from Bruce Sorte, Oregon State University Extension Economist, indicate the full project would provide more than \$26 million in sales per year in direct, indirect and induced economic benefits, plus another \$36 million provided by the construction of a fully built two-line plant.

Do other cities sell water to corporations?

The State of Oregon has 31 other water bottling facilities scattered all across the state according to *The Oregonian*. Some of those operations use well water for the supply, but most purchase the water from the local municipality. There are also 159 microbreweries that purchase water from the local supplier, the City where they are located. There are also an estimated 4 or 5 major soda pop bottlers across the state. One of the biggest is the Pepsi dealer in Portland who gets its water from the Bull Run Reservoir in the Mt. Hood National Forest. If your city has any commercial interests, your city is selling its water to a corporation.

Since this is "State owned water," can I vote on this proposal?

We believe Cascade Locks should decide its own future. Our potential has been controlled by others across the State that have hindered our growth for too long. This is a chance for this community to pick itself up without asking the State or the Federal Government for a handout. We appreciate any help we can get, but the decision makers for our town sit on the City Council and the Port of Cascade Locks Commission. We believe we are acting in the best interests of this community. It is our hope that our neighboring cities and towns in Oregon appreciate our ability and right to make decisions that will benefit our town and community.

The new Cross Transfer Application process seems to prohibit public input. Why should you limit debate about this issue?

A cross water transfer does allow for public input addressed to the harm that the transfer would cause for the transferring parties and any other intervening water right holders. This is a process that is routinely done across the state and has an established process in place. The City is interested in pursuing this process because it has the potential of cutting the total time required to two years. Since we, as a community, are in survival mode, economic development is welcome now and in the future.

The debate about the public interest of this proposal would already have taken place under the previous process if the initial exchange application had not been challenged. That challenge delayed the first phase of the process for two years, with four more years to go. The City can certainly struggle for four more years, but this new process allows us to have hope in a brighter future for our community. Will it fix all of our problems? No. Streets will always be a problem. But we believe we can put this City on a more solid financial foundation with Nestlé in place.

Are there advantages the state will get from the water swap with the City?

We certainly believe so. When asked about the proposed water swap by a reporter for *The Oregonian* (2/18/2015), ODFW Director Curt Melcher said this:

"Of course, the first thing we want to do is look out for the integrity of our Oxbow hatchery and the watershed. We're not looking to, in any way, jeopardize that facility or the important watershed there. It looks to us like we can not only protect the facility but also enhance it by

having some additional water in the summer, when we need it most. For us, it looks like a win-win. Originally we said we didn't want to lose our water right, but we've been told by our counsel that we can do a limited cross-transfer that can be undone if things don't work out. So we're exploring the alternative Cascade Locks has proposed to us. It's unfortunate that the whole project has taken this long. I understand the city's interest in moving more quickly and we're looking at that now."

Have you talked to other Cities who have Nestlé as a partner?

Nestlé is in communities all across the country. Invariably, the communities rate them as a valuable corporate partner. All of the comments received have been very positive. They have not felt compelled or manipulated by heavy-handed international corporate lawyers to change laws or ordinances. Nestlé has been a good partner so far for this community. We have seen their commitment and their perseverance in this long process.

Nestlé has been in conversation with the City and the Port since it first considered siting a plant in Cascade Locks in 2008, and continues to remain open and transparent. The company has provided us with all of the information we have asked for including scientific studies, details on previous sitings, and other relevant documentation. The company has also held numerous town halls to date, and hosts regular office hours in town every month.

What are the next steps?

The City of Cascade Locks needs to secure the water from ODFW. Once that process is well underway, the City can begin the negotiations with Nestlé Waters for the many areas where each party has issues and concerns. All negotiations will be privately conducted, but the agreement will be a public document presented to the City Council for ratification. If the negotiations with ODFW and Nestlé are successful, it will take about one year to build the plant and infrastructure and hire the employees before production can begin.

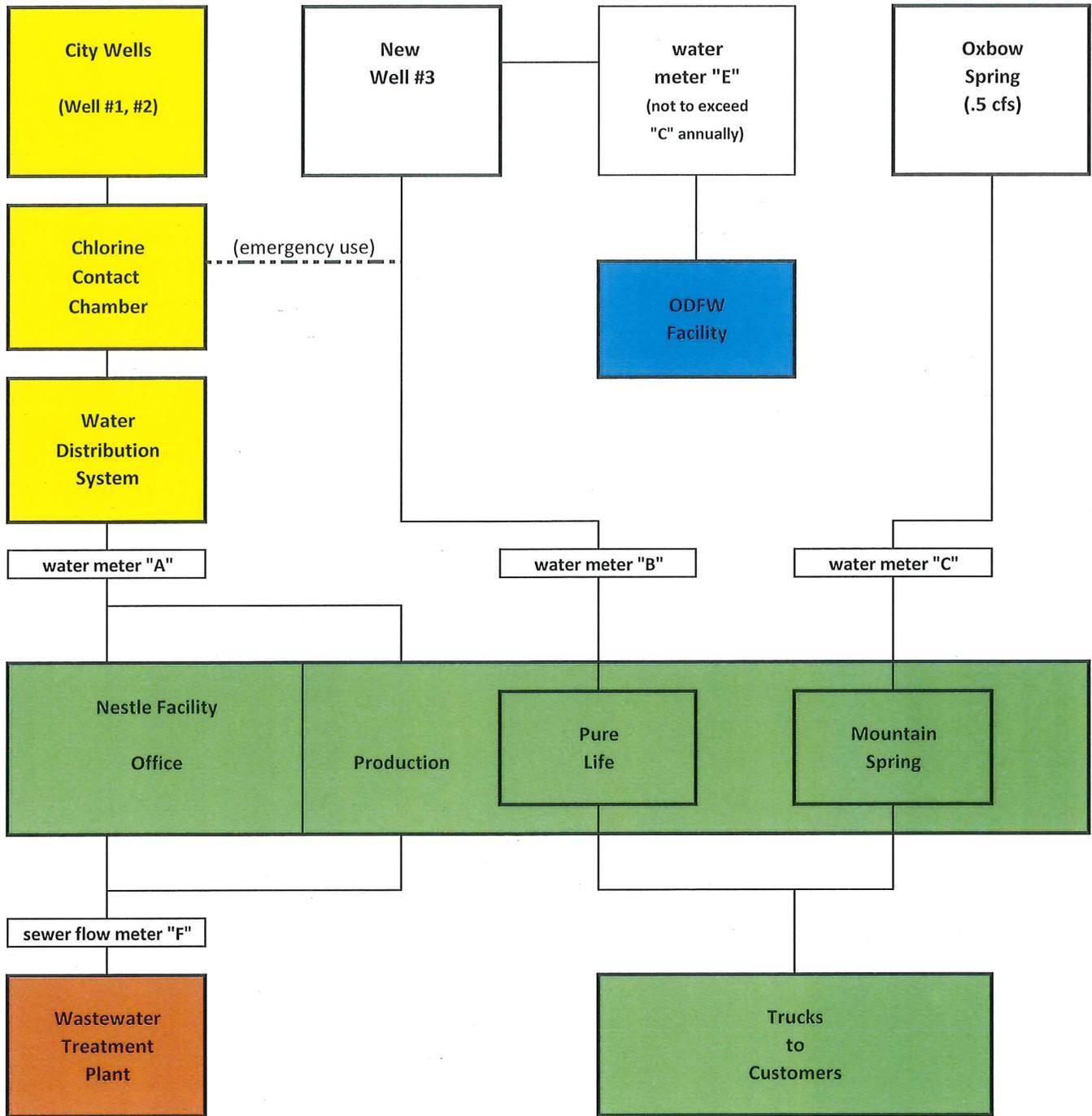
As we continue to make progress, we'll update residents as often as possible. You can also feel free to contact the City and Port at any time to get a status update.

Gordon Zimmerman, City Administrator

Revision: March 9, 2015

Cascade Lock Water System Schematic

With Proposed Nestle Water Bottling Plant and ODFW Cross Water Right Transfer



CASCADE LOCKS STAFF REPORT

Date Prepared: April 6, 2015

For City Council Meeting on: April 13, 2015

TO: Honorable Mayor and City Council

PREPARED BY: Gordon Zimmerman, City Administrator

SUBJECT: Approve City of Cascade Locks TGM Code Assistance Final Action Plan

SYNOPSIS: Over the last several months the Planning Commission and the Council have held meetings with a State-contracted planner to review our Community Development Code (CDC). Please find attached the Final Action Plan Report developed by Mr. Scot Siegel of Siegel Planning Services. This report identifies the 18 areas that further research and potential code changes. The adoption of this plan completes the first phase of the code review. If this is accepted by the Council, we will begin the application for the second phase – actually making the changes in the CDC.

CITY COUNCIL OPTIONS: Approve or reject the final plan report.

RECOMMENDED MOTION: “I move to accept the Final Action Plan Report developed by Siegel Planning Services and direct staff to apply for a Transportation Growth Management (TGM) grant to accomplish the items in this report.”

Financial Review and Status: This TGM project was contracted and funded by the State of Oregon.



Memorandum

To: Gordon Zimmerman, Cascade Locks City Administrator
Laura Buhl, TGM Grant Manager

From: Scot Siegel

Date: March 24, 2015

Subject: *City of Cascade Locks TGM Code Assistance – Final Action Plan Report*

The City of Cascade Locks Planning Commission and City Council conducted a joint work session on March 12, 2015 to review a draft action plan containing future steps the City can take to improve its Development Code. This memorandum summarizes the consensus points from that meeting. It also provides a complete report of the TGM Code Assistance project, to date.

Attached to this memo and made part of the report to the City is the Final Code Evaluation that we presented to the Planning Commission (Attachment 1), a draft code amendment requested by Port of Cascade Locks (Attachment 2), notes from the focus group meetings conducted in support of this work (Attachment 3), and the February 12 presentation made to the Planning Commission (Attachment 4), all of which helped inform the Commission-Council discussion.

At a future City Council meeting (to be scheduled), the Council will be asked to consider the following Action Plan and decide whether to proceed with code revisions. At that time it would also be appropriate for the City to decide whether it wants to apply for further consultant assistance through the Transportation and Growth Management (TGM) Program. A second phase of work likely would consist of a more detailed analysis (for specific code issues) and presentation of alternatives, code drafting, public review, hearings, and adoption.

Background

On request of the City of Cascade Locks, the Transportation and Growth Management (TGM) program contracted with Siegel Planning Services to prepare an assessment of the City's Community Development Code (CDC). The TGM program provides direct assistance to communities in updating and improving their comprehensive plans and land use regulations.

The purpose of the code assessment is to create an action plan for future code changes. Specifically, the City requested assistance in identifying changes that will help it plan for:

- Appropriate places for higher density and mixed-use development
- Complete neighborhoods
- Quality development design
- Making efficient use of the existing UGB while maintaining a high quality of life
- Enhancing walkability and bikeability
- Improving connections to the Historic Columbia River Highway and Trail
- Improving the pedestrian-friendly nature of the downtown area along WaNaPa Street (U.S. Hwy 30) while accommodating tourist automobile traffic and maintaining the historic character of the highway

In order to achieve these objectives, Siegel Planning reviewed the City’s Comprehensive Plan and Development Code, and prepared a Code Evaluation Memorandum (Attachment 1). As part of this effort, we met with members of the Planning Commission and small groups of individuals representing the Port of Cascade Locks, downtown merchants, and local industry. In addition to a Planning Commission work session February 12, 2015, the City held a joint meeting with the Commission and City Council on March 12, 2015, to discuss the code recommendations.

The following Action Plan reflects the general consensus of the Planning Commission and City Council, as of March 12, 2015, on code recommendations that the City wishes to advance or consider further. Code recommendations from earlier reports that local officials do not support have been removed from the list, and, accordingly, the remaining items are renumbered. Those items are summarized at the end of this report.

Neighborhoods

1. Review the Planned Development provisions (Chapter 8-6.140) for overall effectiveness in meeting community objectives, including the formation of complete neighborhoods with usable open space. Amend Chapter 8-6.140 to define usable open space, such that new open spaces and recreational facilities fit within the context of Cascade Locks. For example, a subdivision might provide a playground, a terraced viewpoint/picnic area or circuit training course (taking advantage of the topography), or a trailhead/connection to the Pacific Crest Trail or Columbia River waterfront. In turn, the City could reduce the open space percentage that is required (currently 20%). Set asides of steeply sloping leftover pieces of land that are not ‘usable’ or left in a natural wooded state should be discouraged because they can be difficult to maintain and may become a nuisance.
2. Define the various types of assisted living and group care uses that are allowed. Allow these uses in the appropriate residential and commercial zones, and do not in the downtown zone. Consider allowing group care facilities, per State law, (i.e., 15 or more residents) only in HDR zone (Chapter 8-6.64) and Commercial zone (Chapter 8-6.72).
3. Amend Chapter 8-6.68 (Manufactured//Mobile Home Park Residential zone) to include standards for Recreational Vehicles in mobile home parks.
4. Amend the code to require a garage (and define “garage”) with stick-built homes, as is currently required for manufactured homes, to be consistent with State law.

5. Rezone the Public Works Shop site from MDR to Public Use, consistent with the current and projected use of this property.
6. Maintain the current distribution of residential zones and allocation of planned densities, per the Comprehensive Plan. The Commission and Council have considered whether it would be appropriate to rezone land from LDR to MDR, or MDR to HDR, particularly adjacent to downtown, to provide a wider range of housing options. The consensus is to not pursue re-zoning at this time, and instead make other adjustments to the code to facilitate more efficient use of residential land, such as those described above.

Commercial/Employment Districts

7. Clarify and streamline the Downtown design standards Chapter 8-6.70. (For specifics, see the table on pages 8-12 of Attachment 1). See also, #8, below, regarding building height.
8. Maintain the current building height standard of 35 feet. Alternatively, consider allowing a limited increase in height subject to Conditional Use Permit (CUP) approval. The CUP review should consider the City's ability to provide adequate fire protection and potential impacts on views of the Columbia River, among other factors. In addition, remove the code requirement that limits height to an average of adjacent buildings, as it conflicts with the aforementioned 35-foot standard.
9. Amend the downtown parking standards to encourage more efficient use of commercial land, and to better accommodate future development while maintaining storefront character along Wa-Na-Pa. Prepare an evaluation of downtown parking supply and demand to inform the code amendments. The evaluation would identify current supply (including on- and off-street spaces, both public and private), opportunities for optimizing the current supply, potential future parking load (at build-out), and parking management strategies. The parking standards would then be adjusted accordingly.
10. Review input from the Port on suggested amendments to Commercial Resort (CR) zone (Chapter 8-6.80). The Port submitted comments to City on February 4, which are contained in Attachment 2. At the March 12 joint Planning Commission-City Council meeting, a Port representative explained that they are seeking greater certainty in the types of commercial and recreational uses that are permitted in the CR zone. Some of the suggested code changes will need to be reviewed for consistency with state law (e.g., regulation of adult businesses and marijuana businesses). Alternatively, as land owner the Port may want to create CC&Rs pertaining to these types of businesses/tenants.
11. Rezone the City Hall site from CR to Public Use, consistent with the current and projected use of the property.

Infrastructure/Public Improvements

12. Reconcile conflicting sidewalk requirements in the Comprehensive Plan, Development Code, TSP, and public works standards. The Comprehensive Plan requires sidewalks be provided on all streets, but the Code does not reflect that. Propose a sidewalk standard for new development that is based on street classification; consider standards or exceptions

for “country lanes”, i.e., where auto volumes are low, the area is mostly built-out, and the ultimate street width is narrow. Provide clear criteria for exemptions and consider using construction cost instead of square footage of construction as a basis for exceptions.

13. Add code criteria for development exactions (public improvements required with development). This amendment would be located in the Site Plan and Design Review chapter (Chapter 8-6.148) and the Subdivisions chapter (Chapter 8-6.180), and Planned Development chapter (Chapter 8-6.140).

Administrative Procedures

14. Establish criteria and procedures for Code Interpretations.
15. Establish criteria for and streamline the permit process for minor modifications to approved development plans (various chapters). Identify thresholds for minor modifications that may be approved by staff, versus modifications that must come before the Planning Commission.
16. Streamline the permit process for changes of use, such that a land use application is not required for minor changes, i.e., those that do not impact traffic, parking, drainage, etc. This amendment would be located in Chapter 8-6.148 Site Plan and Design Review. (See also, Attachment 1, page 15, Item 7.)

Other/Miscellaneous

17. Establish criteria and review procedures for accessory structures (not accessory dwellings) that are larger than 120 square feet, including temporary storage units. (See also, Attachment 1, page 14, Item 2)
18. Clarify where accessory dwelling units are allowed and establish clear and objective standards for their use (e.g., size, setbacks, height, owner lives on premises, etc.).

Items Not Advanced for Further Consideration

The City Council and Planning Commission chose not to advance the following recommendations from the initial code evaluation.

1. Duplexes on Corner Lots in the LDR Zone. The code currently allows duplexes as a conditional use in the LDR zone. The consultant recommendation was to permit duplexes on corner lots in this zone subject to development standards; the standards would create the appearance of a single-family house by orienting each duplex unit garage to a separate street. The Commission and Council found this change would not be appropriate because there are few if any corner lots where duplexes could locate outside of the existing planned developments (where duplexes are already allowed). More importantly, the locations where they might locate are generally limited to properties fronting Wa-Na-Pa and Forest Lane, two streets where access management is a priority. The Council and

Commission reasoned these locations are not appropriate, in part, because duplex units would create multiple driveways close to major intersections. The existing code (conditional use permit) affords the opportunity to review duplexes for access design and compatibility (i.e., relative to traffic operations and safety).

2. Cottage Housing. The current City code allows cottage housing through the Planned Development (PD) process; however, the code requires a minimum of five acres for a PD, and there are no development or design standards for cottage housing. The recommendation was adopt cottage housing design standards and allow this use in the MDR and HDR zones through the Planned Development (PD) process on sites smaller than five acres (e.g., typical one-two acres). The Council and Commission acknowledged cottage housing can be an attractive alternative to multi-family housing, but felt the market may not support it (with a sufficient level of design quality) in Cascade Locks, and it would be difficult to ensure compatibility between cottage developments and existing residences through prescriptive code standards.
3. Pedestrian Shelters in Commercial Zone. The consultant recommendation was to add a pedestrian shelter requirement for new buildings and major exterior remodels in the Commercial zone, as is currently required in the Downtown zone. Some members of the Council and Commission acknowledged the benefit of having pedestrian shelters along Wa-Na-Pa, even where storefronts are not continuous, to create a commercial district that is inviting and comfortable for shoppers, but there was a lack of consensus to advance this proposal.

The City Council may wish to revisit the above findings or ask further questions when it meets in April. Following Council acceptance of the final action plan, with any refinements, and upon the City's request, the TGM Program will work with City staff to prepare a scope of work for the next phase of the project, which would include drafting code amendments for public review, hearings, and adoption. That phase can be expected to take approximately 8-12 months, depending on the scope of work.

ATTACHMENT 1 - CODE EVALUATION MEMORANDUM (NOV 30, 2014)



Memorandum

To: Gordon Zimmerman, Cascade Locks City Administrator
Laura Buhl, TGM Grant Manager

From: Scot Siegel

Date: November 30, 2014

Subject: *City of Cascade Locks TGM Code Assistance – Task 2.4 Code Evaluation*

The Transportation and Growth Management (TGM) program has contracted with Siegel Planning to prepare an assessment of the City of Cascade Locks' Community Development Code (CDC). The TGM program provides direct assistance to communities in updating and improving their comprehensive plans and land use regulations consistent with TGM objectives.

Background

The following background is mostly quoted from the contract Statement of Work:

The City of Cascade Locks is a small city of approximately 1,150 residents located in the Mid-Columbia Gorge. It is bound by the Columbia River to the north and the steep slopes of the Cascade Mountain Range to the south. Interstate 84 and Union Pacific Railroad run through the town. Most of the community's existing development is located between the river and I-84. In addition to being bound by the Columbia River and challenging topography, Cascade Locks is in the heart of the Columbia River Gorge National Scenic Area. As a result, Cascade Locks must work even harder than many other cities to accommodate growth within its existing boundaries.

The City of Cascade Locks ("City") is interested in updating its development code in a manner consistent with Transportation and Growth Management Program ("TGM") principles and its community vision. The City determined that it would be beneficial to conduct a code assessment (Phase I) in order to create an action plan to guide code amendments in a subsequent Phase II project. The community would like to find ways to accommodate growth and all modes of transportation while enhancing livability.

Cascade Locks is an important waypoint and destination for cyclists, hikers, and walkers. It is the eastern terminus of a newly-opened non-motorized stretch of the growing Historic Columbia River Highway State Trail, is located on the Pacific Crest Trail and near several other important Columbia Gorge trails, and is the location of an important river crossing, the Bridge of the Gods. Currently, the lack of bike lanes and sidewalks, and the presence of cul-

de-sacs without bike or pedestrian connections are barriers to Cascade Locks becoming a bicycle- and pedestrian-friendly community. The community is also interested in creating complete neighborhoods with a mix of housing options and access to daily needs, and finding ways to require high-quality development.

Project Purpose and Objectives

The purpose of the Phase I code assessment is to create an action plan for future code changes that meet the community's needs and support TGM objectives. Consistent with TGM objectives, the code assessment is to pay particular attention to the following topics as identified in the statement of work; the following is quoted from the contract statement of work:

- Appropriate places for higher density and mixed-use development
- Complete neighborhoods
- Design guidelines for high quality development
- Accommodating growth within the existing UGB while maintaining a high quality of life
- Enhancing walkability and bikeability
- Improving connections to the Historic Columbia River Highway and Trail
- Improving the pedestrian-friendly nature of the downtown area along WaNaPa Street (U.S. Hwy 30) while accommodating tourist automobile traffic and maintaining the historic character of the highway

In order to achieve these objectives, Siegel Planning Services has reviewed the City's Comprehensive Plan and Development Code, and relevant information and methods from the *TGM Smart Development Code Handbook, Model Development Code and User's Guide for Small Cities – 3rd Edition, Commercial and Mixed-Use Development Code Handbook, Infill and Redevelopment Code Handbook*, and current smart development best practices.

This memorandum provides an assessment of the City's Community Development Code, Comprehensive Plan, and Transportation System Plan, per Task 2 of the TGM Statement of Work. The evaluation is based on the above project objectives, observations from the community tour, input from City staff, and initial comments from three planning commission members. In reviewing the assessment, please consider whether it addresses the community's and TGM's most important priorities for land use and development, and if there other code-related issues that should be addressed.

Policy and Code Assessment

The following summarizes Cascade Locks' land use policies and regulations, and recommends changes for the City to consider, based on the above objectives.

Higher Density and Mixed-Use Development

The Columbia Gorge National Scenic Area and Columbia River are barriers to Cascade Locks expanding. The City also has limited opportunity develop due to the presence of steep slopes, the

Columbia River, I-84, and the Union Pacific Railroad. Therefore, the City must look for opportunities to use land efficiently.

One of the key challenges the City faces in accommodating high-density housing or mixed-use development is topography. Steep slopes contribute to higher construction costs, which may discourage development. If land values are not high enough to support the cost of building on steep slopes, certain types of housing may not be economically feasible. It may also be difficult to finance and market high-density housing and mixed-use development where properties do not have good connections to downtown or other amenities.

Cascade Locks' Community Development Code contains the following zoning districts that provide for residential uses [CDC 8-6.52 – 8-6.68, and 8-6.76]:

- **Rural Residential (RR).** The RR zone limits density to one dwelling per acre, or less. This zone is limited to single-family detached housing and is generally directed to the hillsides above I-84. The RR zone does not allow high-density housing or mixed-use development. It would not be appropriate to permit these types of uses in the RR district given potential geologic hazards and the district's isolation on the south side of I-84.

Recommendation: The RR zone is not appropriate for higher density or mixed-use development. No change to allowed uses in the RR zone is recommended.

- **Low Density (LDR) Zone.** The LDR zone allows housing at densities of 2-5 dwellings per acre, or a minimum of 7,500 square feet per dwelling. It comprises most of the City's residential land, including areas along Forest Lane that are relatively flat. The LDR zone allows single-family detached housing and residential care homes, but not duplexes or multiple family housing. The definitions section (Chapter 8-608) defines accessory residential unit as an accessory use, but the use is not listed as allowed in any zone.¹ It is also unclear if this type of housing is considered accessory to all primary residential uses (e.g., single-family and multiple family dwellings), or just single-family uses. In addition the definition does not provide standards, such as a size limit, for accessory dwellings.

Recommendation: Consider whether to re-designate some areas from LDR to MDR. Alternatively, consider allowing duplexes and accessory residential units in the LDR district subject to special use standards. The latter option would provide for a broader range of housing without significantly increasing demand on public services.

If added to the LDR zone, special use standards might limit duplexes to properties on corner lots, or those fronting Forest Lane, and require them to have features similar to a single-family house, such as a front porch and a garage that is setback from the main entrance to the residence. Standards for accessory residential units typically limit the size

¹ The Code defines Accessory Residential Use: "An auxiliary and detached living unit with separate kitchen, living, and sleeping facilities, in a single family structure or in a separate accessory building on the same lot as a primary single family residence ... not included in density calculation."

of these dwellings and require the use of exterior materials and finishing that complement the primary residence.

It is also noted that the Planned Development (PD) procedure in CDC Chapter 8-6.140 allows for a greater mix of housing types than is allowed through a standard subdivision in the LDR zone. In a PD, the developer sets aside at least 20% of the site as open space and may transfer density to another portion of the property. This allows for the creation of smaller lots or development of attached housing (e.g., single-family attached, duplex, and multiple family) where it would not otherwise be permitted. The PD procedure may be used in any zoning district, but a minimum of five acres is required, which limits its applicability to few vacant residential parcels.

- **Medium Density Residential (MDR) Zone.** The MDR zone allows housing at densities of 6-10 dwellings per acre, or a minimum of 4,000 square feet per dwelling. This zone is concentrated near the downtown and adjacent to I-84. It allows single-family detached housing, residential care homes, group care homes (conditional use), zero lot line housing, duplexes, triplexes, and fourplexes. (Zero lot line or attached single-family housing is subject to the design standards in CDC 8-6.102.010, which are based on the 2005 TGM Model Development Code for Small Cities.) The MDR zone also allows public, institutional, religious assembly uses, and bed and breakfast inns as conditional uses. The MDR zone does not allow accessory residential units in a separate structure. (Two units in one structure would be classified as a duplex.)

With one exception, opportunities for new development in the MDR zone are limited to small infill sites in the original town plat area, which is to the south and east of downtown. The exception is a large, vacant MDR property located behind Cascade Locks School, east of Tahoma Street, and north of I-84. With appropriate site planning (e.g., buffering against I-84 and completion of the local street grid with sidewalks) this property could provide for a mix of housing within a short walking distance of the school. One option that might be appropriate here, as an alternative to duplexes, is a “cottage cluster” development. Cottage clusters have multiple detached dwellings (cottages) oriented to a common open space referred to as a “green.” Parking is usually grouped in bays, which may include covered parking, garages and/or storage. Another option is to have all parking be on-street, where streets adjacent to the development are designed to accommodate on-street parking, as is common in historic cottage clusters. Some cottage clusters have a small community building or other shared facility.

Recommendation:

1. Consider rezoning properties from MDR to HDR, or from MDR to Commercial/Residential (CR), where appropriate, such as adjacent to the Downtown (D) zone. Rezoning would provide for a wider range of housing choices close to commercial services and recreational amenities. Properties next to downtown with good river views might be more marketable for higher density housing than single dwellings and duplexes.

2. Adopt standards for cottage cluster housing in the MDR zone.

- High Density Residential (HDR) Zone.** The HDR zone targets housing at densities of 10-20+ dwellings per acre, or a minimum of 2,000 square feet per dwelling. It allows single-family detached housing, residential care homes, group care homes (conditional use), zero lot line housing, duplexes, and multiple family housing (triplexes, fourplexes, and larger). It also allows public, institutional, religious assembly uses, and bed and breakfast inns as conditional uses. The HDR zone is limited to two vacant parcels, one to the east of Edgewood Avenue with frontage onto Wa-Na-Pa Avenue, and one riverfront parcel next to the Port of Cascade Locks Business Park. The parcel east of Edgewood has good visibility from and potential access to Wa-Na-Pa, but it backs up to I-84 and is next to an ODOT materials storage yard. The parcel on the Port property has potential for high density or mixed-use development, including resort/residential uses, with river views.

Recommendation: Same recommendation as for the MDR zone. See above.

- Manufactured /Mobile Home Park Residential (MHR) Zone.** The MHR zone is similar to the HDR zone but allows manufactured/mobile home parks.

Recommendation: The City should work with owners of mobile home parks to understand the anticipated lifespan of those uses. As applicable, the City should plan for the transitioning of these properties over time, including the provision of services (water meters, sidewalks, etc.), where the owners anticipate redevelopment.

- Other Zones Allowing Residential Uses.** The Downtown (D), Commercial/Residential (CR), Commercial (C), and Resort Commercial (RC) zones all to varying degrees allow high density housing and mixed-use development, as summarized in the table below:

Residential Uses and Density	Zones			
	D	CR	C	RC
Single-Family Detached	N	P	P (3)	N
Single-Family Zero Side Yard	N	P	N	P
Duplex	P (1)	P	N	P
Multifamily, Triplex	P (1)	P	P	P
Multifamily, Fourplex	P (1)	P	P	P
Multifamily	P (2)	P	P	P
Residential Home	N	P	N	P
Residential Facility	N	P	P	N
Maximum Density (Min. Lot Area/Unit)		1,000	1,000	2,000
Minimum Density (% of Min. Density)	80% (4)	None	None	None

Notes

- Limited to parcels not fronting Wa-Na-Pa Avenue
- Limited to apartments in mixed-use buildings, which must be located above or below street level floor

3. Permitted only in conjunction with another allowed use on the same lot
4. There is no minimum density for housing in a mixed-use building.

All four commercial zones allow high density housing and mixed-use. The density limit in the RC zone is one dwelling per 2,000 square feet (the same as HDR); in the CR and C zones it is one dwelling per 1,000 square feet; and there is no limit in the D zone.

The limitations on ground floor housing in the D zone are appropriate for Cascade Locks, which has a small downtown and only one main commercial street. The C zone, which is located outside the downtown core, does not limit residential uses to the extent they are limited in the D zone, but it has building design standards for properties fronting Wa-Na-Pa Avenue that are intended to promote storefront character along that main street.

Recommendation: No change to allowed residential uses in the above zones is recommended. As suggested in the preceding section, the City might consider re-designating properties from MDR to HDR, or from MDR to Commercial/Residential (CR) where they are adjacent to downtown and have good river views. This could make the properties more marketable for higher density housing and provide a wider range of housing choices close to commercial services and recreational amenities, which in turn might help promote local economic development.

Complete Neighborhoods

Over the past decade, prior to the failure of the Warm Springs Tribes' casino project, the City had approved three large subdivisions and other projects. These projects stalled during the Recession. Now that the economy is recovering, it is appropriate to review the Community Development Code and prepare for the next wave of development.

The City should encourage the formation of complete neighborhoods, which are neighborhoods with a range of housing types and sizes, multimodal connectivity (for bikes, pedestrians, and cars), and open space. Due to the small size of Cascade Locks, the market may not support commercial services within neighborhoods. However, through its code, the City can require that new developments have good connectivity to the downtown and commercial services.

The following background is relevant to planning for complete neighborhoods in Cascade Locks:

- Windsong, which had previously been in bankruptcy, has a new owner. The new owner wants to re-plot the 64 hillside lots. This presents an opportunity to recalibrate the project to the market and improve its overall design, for example, by creating usable open space and improved pedestrian and bicycle connections.
- Katani, a Planned Development (PD), is full, but the newest residential subdivisions, Windsong, Shahala, and Harmony Heaven, are mostly vacant. Lot consolidations (through “cancellation and combine”) are occurring where builders see a market for larger lots. This too presents an opportunity to encourage the formation of complete

neighborhoods as market begins to recover. By amending the Development Code to allow duplexes on corner lots, and to more clearly allow accessory residential units (with standards) in the LDR zone, the City can encourage a wider variety of housing.

- The City recently amended its code to allow zero lot line housing. This is evident in the Katani subdivision where attractive zero lot line homes have been built. Zero lot line or attached single-family housing is subject to the design standards in CDC 8-6.102.010, which are based on the 2005 TGM Model Development Code for Small Cities. The standards require builders to break up facades and provide architectural detailing similar to single-family homes. However, in an interview with three Cascade Locks planning commissioners, it was noted that residents in some neighborhoods are concerned about small lots and minimal setbacks. This concern should be considered as the City contemplates code revisions.
- As described above, PDs provide for flexibility in lot size and housing types within the density limits of the underlying zone. In reviewing requests to approve new PDs or to modify existing PDs, or in considering code changes that would allow for increased densities, the City will have to balance the builders' desire for greater flexibility with residents' interest in maintaining neighborhood stability and protecting property values. This can be accomplished through thoughtful site planning (that orients similar building types facing one another) and requiring high-quality design in buildings and streetscapes (e.g., sidewalks with ornamental lighting).

Recommendations: The City should consider making the following revisions to the Community Development Code to support the appropriate redesign of previously stalled projects, and the development of complete neighborhoods:

1. Establish criteria for and streamline the permit process for minor modifications to approved development plans.
2. Establish protocols with Hood River County for reviewing plat vacations and requests for lot consolidations (cancellation and combine), for consistency with City land use approvals. This should be coordinated with the City-County agreement that provides for County review of Building permits.
3. Adopt standards to allow detached accessory residential units in residential zones. The code amendment should address lot size, floor area, building materials, and the requirements of the zone in which these uses are located. It should also reference applicable building code and utility connection requirements.
4. Adopt standards for cottage cluster housing as an alternative to duplex development in the MDR zone. (See related discussion on page 3.)

5. Review the standards for PDs. The open space standard may be excessive given the abundance of open space surrounding Cascade Locks. In lieu of open space, consider other types of amenities that the PD process could allow which would benefit the community. Clarify the type of open space that is acceptable.
6. Update the requirements for sidewalks and surface water/storm drainage improvements as required for infill development and redevelopment projects. See also, discussion under “Enhancing Walking and Biking.”
7. Add code criteria for development exactions (“rough proportionality”), per case law.

Downtown Design

Chapter 8-6.070 of the Community Development Code contains the downtown design standards, which are based on the Cascade Locks Downtown Plan and Strategy. Recent downtown building construction includes a fish market and coffee shop, both independent businesses, which are designed per the Cascadian standard. There is a desire to incorporate the best of Old Cascade Locks while allowing new development. The market, café, arts and crafts store, and ice cream place were cited as examples of Old Cascade Locks that may not fit the current design standards. Input is needed on whether the code should encourage these building styles.

In interviews, City staff and members of the Planning Commission said there is a need to review the current standards for building design and location of off-street parking, which require all parking to be placed behind buildings. There is also interest in reviewing the extent of the Downtown (D) zone, which does not include Char Burger and the Columbia River Inn, two key buildings at the west entrance to downtown. (These properties are located in the Commercial (C) zone. An assessment of the Downtown zone follows:

Assessment of Downtown Development Design Standards		
Standard	Standard	Comment
Lot Dimensions (8-6.070.050)	No minimum standards.	No change needed.
Residential Density (8-6.070.060)	No minimum or maximum for mixed-use buildings, otherwise same as HDR zone.	No change needed.
Height Limit (8-6.070.070)	35 feet. Section 8-6.070.120 limits height to 125% of average height of buildings on same side of street.	Consider increasing allowable height for upper-story residential uses, provided building design standards are met.
Landscaping (8-6.070.080)	5% of lot area.	No change needed.

Assessment of Downtown Development Design Standards		
Standard	Standard	Comment
Access and Circulation (8-6.070.090)	OAR 734-051 (ODOT Access Management Standards for Special Transportation Area).	No change needed.
Activities External to Building (8-6.070.100)	Prohibits outdoor storage. Permits outdoor seasonable display and sales of not more than 10% of retail sales area. Permits outdoor dining with standards. Requires 60-inch minimum unobstructed walkway.	Consider adopting standards for food carts and farm stands, while maintaining tribal rights to sell historically harvested native products.
Off-Street Parking and Loading (8-6.070.110)	Exempts residential units in mixed-use buildings, and allows in lieu fee option.	No change needed.
Site Plan and Design Review (8-6.070.120A-C)	Design review is required for changes of use, development, and alterations to approved development.	This code section appears to conflict with 8-6.148.020 Applicability of Site Plan and Design Review, which exempts minor modifications of an existing development.
Design Code Modifications (8-6.070.120D)	Allowed.	Planning Commission has discretion to modify the standards where there is a unique site condition and the design substantially complies with the intent and purpose of the design standards.
Standards of Review (8-6.070.120E)	This section has seven criteria, including: Consistency with the goals and objectives of the Downtown Plan and Strategy. Four allowed historic design styles: Classic Revival, Craftsman, Cascadian, and Arts and Crafts. (Which forms of Classic Revival?) Buildings must orient to the street; corner buildings orient to	The standards are very broad and subjective. The lack of clear and objective standards may add costs and delays to the permit process, which may discourage desired development. The requirement that buildings orient to a street may have the unintended consequence of buildings turning their backs to the river. Building and site designs should provide for a pedestrian-oriented streetscape, but also respond to the context,

Assessment of Downtown Development Design Standards		
Standard	Standard	Comment
	<p>corners.</p> <p>Building height is limited to 125% of the average height of adjacent buildings on the same side of the street.</p> <p>There is no exception to the maximum front setback of 10 ft.</p>	<p>including opportunities for river and mountain views.</p> <p>Allow an exception to the maximum front setback of 10 feet for building entrances that orient to a plaza (adjoining the streetscape).</p>
Building Materials & Colors (8-6.070.120F)	Standards for masonry, wood siding, and paint color.	The materials lists appear limited given the four styles specified. Consider allowing metal roofing, which sheds snow and is consistent with mountain architecture. Metal can also be used in decorative elements, e.g., flashing, signs, and sculpture.
Roof Materials, Parapets, and Roof Pitch (8-6.070.120G)	Pitched or stepped parapet roof required. Rooftop equipment screened. Sloped roofs use dark materials.	
Building Orientation and Entrance Standards (8-6.070.120H)	Buildings orient to street.	This is redundant with, but more detailed than, the recommendation in 120E.
Parking Lots (8-6.070.120I)	Parking lots behind buildings only.	The code should allow parking located under a building. A variance should not be required to place parking in a garage under a building. It may not always be feasible to construct underground parking, but the code should not discourage it. On the north side of WaNaPa, where lot depth is limited and the land slopes toward the river, placing parking below grade, under a building, should be allowed with appropriate design standards.
Building Facades (8-6.070.120J)	Requires detailing, weather protection features, build-to line (common buildings), and traditional storefront elements.	Some required elements may not be appropriate for the prescribed design styles, and it is not clear which elements are required, or how the City determines applicability. For example how large is a “large display window”? (Cascadian buildings typically do not have storefronts, much less “large storefront”, but

Assessment of Downtown Development Design Standards		
Standard	Standard	Comment
		the style can be adapted to provide them.) The standard that buildings must “include changes in relief on 10 percent of their WaNaPa facades” is unclear. It would be clearer to set a limit on uninterrupted facade plane.
Windows (8-6.070.120K)	Windows required on ground floor along WaNaPa, and adjacent to public parking lots. Code provides minimum dimensions/area and materials.	The standards are generally good, except the requirement to provide ground floor windows next to public parking lots “over 16 sq ft per story or 6% of the facade area” does not make sense. Some visibility of the parking lot is desirable, but this standard should be reviewed.
Upper Floor Window Standard (8-6.070.120L)	This subsection limits the size of upper story windowpanes to 5’x7’ and requires at least half of all upper story windows not exceed 2’x3’.	The reason for this standard is unclear, as the prescribed design styles would not necessarily preclude larger windows, or banks of windows exceeding this size.
Streetscape and Street Furniture (8-6.070.120M)	Requires consistency with the Street Furniture standards of the Cascade Locks Downtown Plan and Strategy.	The referenced document provides good guidance for streetscape improvements.
Lighting (8-6.070.120N)	Requires minimum lighting level of four foot-candles at building entrances and requires lighting to not shine into the sky.	The International Building Code (IBC) has lighting requirements for egress. The Occupational Safety & Health Administration (OSHA) has standards for the signs required to designate an exit or entry. The IBC prescribes minimum lighting for building egress at 1 foot-candle (fc). The minimum for Emergency exit signs is 5 fc. The Dev. Code should avoid prescribing lighting levels for buildings, except dark sky standards are appropriate.
Trash and Recycling Storage (8-6.070.120O)	Trash collection must be located within the structure, or behind the building in an enclosure.	No change needed.

Assessment of Downtown Development Design Standards		
Standard	Standard	Comment
Signage (8-6.070.120P)	Prohibits freestanding pole signs and internally illuminated signs. City Administrator may grant “pedestrian-oriented sign bonus” of 6 square feet.	Consider revising sign standards, as needed, for consistency with any other code changes, as discussed above. Define pedestrian-oriented signs.

Recommendation: Based on the above assessment of the Downtown zone, the City should consider amending its code to support downtown revitalization, as follows:

1. Remove the standard that limits building height to 125% of the average height of buildings on the same side of the street. The standard is not well defined and may discourage downtown development. Consider increasing the 35-foot height limit of the D zone for consistency with the prescribed architectural styles with peaked roofs.
2. Consider providing an option for buildings to exceed 35 feet where a mixed-use (residential above commercial) development is proposed, provided it meets fire protection requirements. If the height were increased to 40 feet that would allow for a building with ground floor retail (16-foot ceiling height), two stories of residential above, and a gabled roof in the Cascadian design style.
3. Consider adopting standards for food carts and farm stands, while maintaining tribal rights to sell historically harvested native products.
4. Review the Downtown zone threshold for modifying an approved site plan against Section 8-6.148.020, and update the code to make the two sections internally consistent.
5. Provide an exception to the 10-foot maximum front setback along Wa-Na-Pa Avenue for buildings that orient to a plaza or an expanded sidewalk with furnishings.
6. Broaden the palette of allowed building materials. Allow metal for roofing and architectural accents. Consider allowing concrete fiberboard as a less expensive alternative for siding materials. Concrete fiberboard should be wood-like in appearance and have appropriate finishing (e.g., rough hewn).
7. Allow parking to be located under, instead of only behind, buildings that front Wa-Na-Pa Avenue, subject to applicable storefront design standards.
8. Where new highway approaches are proposed, require shared access drives between adjoining properties, consistent with ODOT’s Special Transportation Area designation. This will minimize interruptions to the building wall along the street frontage.

9. Clarify and simplify the standards for building facades, windows, and lighting. Update the lighting standards, or remove them and reference Building Code standards instead.

Accommodating Growth within the UGB

The Cascade Locks Comprehensive Plan recognizes the community's growth is limited by its location next to the Columbia River and within Columbia River Gorge National Scenic Area. The Plan recommends transferring density away from isolated and steeply sloping areas south of I-84 and into areas that are more suitable for development. It also identifies a need for downtown revitalization, recreation amenities, and infrastructure improvements, including improved water service and sidewalks. Congestion is also perceived as an issue, even though traffic levels are not failing at any intersection, due to the constraints of the railroad, river, and freeway.

An electrical capacity upgrade is planned to serve new/expanded industry. A new reservoir and water transmission line (in Wa-Na-Pa Avenue) are also planned. The improvement will help facilitate development at the Port of Cascade Locks Business Park, which in turn will provide local employment and create the need for housing and commercial services. The 150-acre master planned Port property is zoned primarily for industrial and public uses. Other developable properties along the riverfront are zoned industrial, resort-commercial, and high-density residential. Examples of potential new industry include a water bottling plant, call center, resort, and expansion of Bear Mountain's operations at Port property.

Upgrades to Forest Lane may or may not be needed to serve industry; truck traffic likely will be less than the car traffic that was expected with the casino. Emergency, secondary access/egress will be needed to/from the Business Park. Another key issue is how to facilitate orderly development that is attractive, creates complete neighborhoods, and integrates well with existing residences and recreational uses.

Recommendation: The Development Code does not directly address the above issues, but the recommendations in this report should help the City manage its growth, ensuring land is used efficiently, and development is served by adequate public facilities. Another important consideration is that people should be able to easily get around on foot and bicycle.

Enhancing Walking and Biking

The City would like to build upon the pedestrian-friendly nature of the downtown area along Wa-Na-Pa Avenue (U.S. Hwy 30) while accommodating tourist automobile traffic and maintaining the historic character of the highway. Sidewalk connections are lacking in many parts of the City. There is a need for sidewalks along Wa-Na-Pa Avenue east of downtown, and the City would like to work with Hood River County on installing sidewalks along Forest Lane.

Connections to trails and recreational amenities are also important. The Pacific Crest Trail runs through Cascade Locks and crosses the Columbia River on the Bridge of the Gods. Connections to Marine Park are currently lacking. Sailing, ultimate Frisbee, and mountain biking are popular pastimes and Marine Park annually attracts hundreds of visitors. The City would like to take

advantage of the community's reputation as a recreation hub by improving the local sidewalk and pathway network.

Chapter 8-6.112 of Community Development Code contains walkway standards for residential and non-residential development. These standards are in conflict with the street frontage improvement standards, which are found in the City's Transportation System Plan (TSP) adopted in 2001. The minimum walkway width in the Code is five feet, which may be adequate for a local residential street but is inadequate for a commercial main street, such as Wa-Na-Pa Avenue. It is also inadequate for a thoroughfare such as Forest Lane. The TSP recommends six-foot wide sidewalks for both residential and non-residential streets. Code Section 8-6.112 appears to exempt residential projects with fewer than four dwelling units or lots from installing walkways.

Based on our reading of the Code, the City may require sidewalk improvements through the subdivision review process, and for multifamily and non-residential developments. However, we did not find a Code provision addressing sidewalk improvements for minor partitions, or housing developments with fewer than four dwellings. It is possible the City may exact public improvements for these smaller developments when the improvements meet the rough proportionality test under *Dolan v. City of Tigard*, but it would be clearer to place that requirement in the Code.

Recommendation: Chapter 8-6.112 Circulation and Access should be revised to provide clearer standards for sidewalk improvements for all types of development. Code provisions should be based on the standards in the TSP, or the TSP and Code should be amended to allow more options. For example, the City may want to adopt a policy of not requiring sidewalks on low-volume, dead-end roads, or allow deferral of improvements until it is possible to fund a capital project, e.g., with local improvement district or other funding strategy. The City should also consider requiring, or encouraging through code incentives, wider sidewalks (e.g., 9-12 feet) along Wa-Na-Pa Avenue and Forest Lane, where pedestrian usage is expected to be greatest and where it would be desirable to have space for benches, lighting, and flower baskets or planters.

Other Code Improvement Ideas from Planning Commissioners and City staff

The following additional topics (not otherwise addressed, above) were discussed during our community tour and initial meetings with City staff and planning commissioners.

1. *Sheltered walks in commercial area* – Pedestrian weather protection features are required in the Downtown zone. Should they also be required in the Commercial zone where buildings are spaced further apart?
2. *Addition of storage units as allowable or conditional in appropriate zones* – The code should provide criteria for accessory structures that are larger than 120 square feet, including temporary storage units. Storage units that are accessory to a residential use, meet the size and height limitations of the Code, and do not require a building permit should be permitted outright, or with approval of the City Administrator. A conditional use permit should be required for accessory structures that do not meet the criteria.

3. *Allow nursing homes in appropriate zones* – Nursing homes are currently allowed only in the Downtown zones. This type of use may not be appropriate in the downtown, where the community is trying to promote economic development through tourism. Where else would nursing homes be appropriate?
4. *How to address RVs in mobile home parks (ORS 197.493)?* – The City may adopt standards requiring that Recreational Vehicles, when used as a dwelling (not a temporary use), be connected to water, electrical supply, and sewage disposal systems; and be located in an approved manufactured dwelling park, mobile home park, or RV park. The City currently has Code standards for manufactured/mobile home parks.
5. *Review existing garage requirement for manufactured homes, versus other single-family homes (ORS 446)* – State statute limits the standards local governments can place on manufactured housing. Generally, standards for manufactured homes must not be any more restrictive than a local jurisdiction’s standards for stick-built homes. Currently, the City’s code requires a garage be provided with each new manufactured home. If this requirement remains it should be applied evenly, to both stick-built and manufactured single-family homes.
6. *Review geologic hazards overlay* – It is unclear what concerns the City has with the Geological Hazards Overlay. It is outside the TGM Program’s scope of services to assess natural hazards and it may be outside our scope to update the GH Overlay.
7. *Process for review of vacant buildings or changes of use* – Changes of use are important for the City to review when a change is to a more intensive use. For example, a use that impacts parking, paving (surface water runoff), noise, light, glare, public services, etc. could adversely impact adjacent properties. Changes of use can be tracked through the business license registry, which should include housing rentals and rental agencies. The Code currently has procedures for reviewing changes of use through the Site and Design Review procedure, but it would benefit from adding criteria.
8. *City Hall and the Public Works Shop Site* – These City facilities sit on two lots. City Hall is zoned CR (Commercial/Residential) and the City Shop and Storage Yard is zoned MDR (Medium Density Residential). Both lots should be zoned Public Use.

Next Steps

Please distribute this evaluation report, along with the stakeholder interview questionnaire, to the interviewees during the week of December 1. (The interviews are scheduled for December 11.) Siegel Planning will prepare a summary of the interviews prior to the January 8, 2015, Planning Commission work session. The January 8 presentation will have images to help convey the design concepts in the report.

AGENDA ITEM NO: 5.e,

CASCADE LOCKS STAFF REPORT

Date Prepared: April 7, 2015

For City Council Meeting on: April 13, 2015

TO: Honorable Mayor and City Council

PREPARED BY: Gordon Zimmerman, City Administrator

SUBJECT: Approve Electric Department Purchase Order for Electric Meters

SYNOPSIS: Last October the Council approved the purchase of over \$17,000 worth of electric meters in the first phase of replacing broken and malfunctioning electric meters. These meters were ordered from Sensus. It has taken six months to begin to receive these meters. Because of the long lead time, the Electric Department is asking permission to order the next round of meters now for installation during the next fiscal year. By ordering these meters now, we will have most of the next fiscal year to do the changeouts.

The funding for these replacements is included in the base rate for each account. Those monies are placed into the Capital Reserve Fund for capital upgrades, meter maintenance and replacement. These new meters will use the latest in technology offered by the industry.

The last invoice totaled \$17,214.50. We have not priced the next round of meters, but we are requesting approval of ordering meters not to exceed \$18,000.

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

RECOMMENDED MOTION: "I move to approve the purchase of replacement meters for the Electric Department from Sensus."

CASCADE LOCKS STAFF REPORT

Date Prepared: April 6, 2015

For City Council Meeting on: April 13, 2015

TO: Honorable Mayor and City Council

PREPARED BY: Gordon Zimmerman, City Administrator

SUBJECT: Res. 1324 Allocating the Proceeds of the Sale of the Old Fire Hall

SYNOPSIS: The City recently closed the sale of the old Fire Hall building to Heuker Brothers. This resolution distributes the net dollars resulting from that sale.

The attached spreadsheet indicates that if the proceeds are used to pay off the two current OIB loans (totaling \$125,019 principal and interest), the remaining balance of \$24,006 can be applied to the remaining balance of the Fire Hall loan from the Electric Department. If the city applies the whole amount, and combines the previous OIB Loan payment with the current General Fund Payment, the remaining debt on the Fire Hall loan would be retired by June, 2018. Otherwise the loan would be repaid by March, 2021.

The information concerning the Fire Truck loan is also included on the spreadsheet. If the Council wishes to pay off the Fire Truck loan of \$13,368, it would extend the payback period two months. The Fire Truck loan is paid back to the Water Fund Capital Reserve, not the Electric Department Capital Reserve.

The Council has previously indicated that its desire was to pay of the interest bearing loans to the Oregon Investment Board and apply the remainder of the payment to the Electric Fund Loan.

CITY COUNCIL OPTIONS: The Council can pay off the OIB Loans with an interest rate of 4%, pay the whole disbursement amount to the Electric Fund Capital Reserve, or some other combination.

RECOMMENDED MOTION: "I move to approve Res. No. 1324 which distributes the loan proceeds from the sale of the old Fire Hall to the OIB loans and the City's Electric Fund Capital Reserve."

RESOLUTION NO. 1324

A RESOLUTION ALLOCATING THE REVENUE RECEIVED FROM THE SALE OF THE OLD FIRE STATION, MAKING APPROPRIATIONS AND AUTHORIZING EXPENDITURE.

WHEREAS, the City received \$149,025.00 for the sale of the old Fire Hall; and

WHEREAS, the City Council desires to pay off the OIB Loan in the estimated amount of \$125,019.25; and

WHEREAS, the City Council desires to use the remaining balance of funds in the estimated amount of \$24,005.75 to put in Capital Reserve and apply the funds towards the Fire Station loan;

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

SECTION 1. The Distribution of Sale Proceeds.

OIB Fire Hall Debt Fund: 46-305-43740 \$125,019.25

Capital Reserve Fund : 56-305-43740 \$ 24,005.75

SECTION 2. Effective Date. This resolution shall become effective upon adoption by the City Council and approval by the Mayor.

ADOPTED by the City Council this 13th day of April, 2015.

APPROVED by the Mayor this 13th day of April, 2015.

Mayor Tom Cramblett

ATTEST:

City Recorder Kathy Woosley

City of Cascade Locks
Disbursement of Funds from the Sale of the Old Fire Hall
As of: March 31, 2015

Current Repayment Schedule				
Remaining Balance as of Mar. 31, 2015:	\$ 284,213	Mar-15		
Final Payment:		Mar-21	73	6.1
Current Monthly Payment:	\$ 3,873.24			
Annual Payment:	\$ 46,478.88			

Oregon Investment Board Loan				(As of April 17, 2015)
	Principle	Interest	Payment	
Payoff as of March 31, 2015	\$ 124,774	\$ 246	\$ 125,019	

Sale of Old Fire Hall Proceeds	
Sales Price:	\$ 150,000
Closing Costs:	<u>\$ 975</u>
Proceeds with Closing Costs:	\$ 149,025

Apply proceeds to OIB Loan				
Sale Proceeds after closing costs:	\$ 149,025		After Fire Truck Loan	
Remaining Balance of OIB Loan plus interest:	<u>\$ 125,019</u>	Apr-15		
Available to Fire Hall Loan	\$ 24,006		\$ 10,638	
Fire Hall Loan Impact:				
Remaining Balance after OIB Loan:	\$ 260,208		\$ 273,576	
Regular Fire Hall Loan Payment:	\$ 3,873.24			
Regular OIB Loan Payment:	<u>\$ 2,784.25</u>			
	\$ 6,657.49			
Pay off Fire Hall Loan:	39	Jun-18	41	Aug-18

Balance of Fire Truck Loan from EMS Fund to Water Fund Capital Reserve				
Remaining Balance as of Mar. 31, 2015:	\$ 13,368	Mar-15	65.2	5.4
Scheduled Final Payment:		Jul-20		
Current Monthly Payment:	\$ 204.92			
Current Annual Payment	\$ 2,459.04			

March 30, 2015

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

Loan #: 96-01-02 Loan Amount: \$125,000.00
City of Cascade Locks
140 SW. WaNaPa Street

PAYOFF STATEMENT FOR 3/30/2015

Payment of the following amounts will satisfy all obligations of this loan if received by the close of business on the date indicated above but you must arrange to pay all costs necessary to record any required satisfaction pieces.

Net Accrued Interest:	\$95.62
Loan Balance:	\$62,321.43
Pay This Amount:	\$62,417.05

If payment is received by MCEDD after that date, include an additional \$6.83 for each extra day.

Please make checks payable to: "MCEDD".

Send your check to: Mid-Columbia Economic Development District
515 East Second Street
The Dalles, OR 97058

If you have any questions about this matter, please do not hesitate to call us.

March 30, 2015

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

Loan #: 96-01-01 Loan Amount: \$150,000.00
City of Cascade Locks
140 SW. WaNaPa Street

PAYOFF STATEMENT FOR 3/30/2015

Payment of the following amounts will satisfy all obligations of this loan if received by the close of business on the date indicated above but you must arrange to pay all costs necessary to record any required satisfaction pieces.

Net Accrued Interest:	\$95.48
Loan Balance:	\$62,261.07
Pay This Amount:	\$62,356.55

If payment is received by MCEDD after that date, include an additional \$6.82 for each extra day.

Please make checks payable to: "MCEDD".

Send your check to: Mid-Columbia Economic Development District
515 East Second Street
The Dalles, OR 97058

If you have any questions about this matter, please do not hesitate to call us.

AGENDA ITEM NO: 5.9

CASCADE LOCKS STAFF REPORT

Date Prepared: April 6, 2015

For City Council Meeting on: April 13, 2015

TO: Honorable Mayor and City Council

PREPARED BY: Gordon Zimmerman, City Administrator

SUBJECT: Res. 1325 Reallocating the OIB Payment to Fire Station Building Loan

SYNOPSIS: With the distribution of the proceeds to retire the Oregon Investment Board loan in the previous Resolution, the City needs to approve the reallocation of the payments that used to go to the OIB loan to now go to the Fire Hall Building Loan. This resolution accomplishes that change in expenditures.

CITY COUNCIL OPTIONS: The Council could continue to pay just the current payment to the Emergency Services Capital Reserve and retire the debt in March of 2021 or it can include the OIB payment in the monthly payments and pay off the remaining debt by June of 2018.

RECOMMENDED MOTION: "I move to approve Res. No. 1325 which reallocates the OIB payments to the City's Electric Fund Capital Reserve."

RESOLUTION NO. 1325

A RESOLUTION TO RE-ALLOCATE OIB LOAN PAYMENT TO CAPITAL RESERVE ELECTRIC DEPARTMENT FOR THE PURPOSE OF MAKING AN ADDITIONAL PAYMENT TO THE FIRE STATION BUILDING LOAN, MAKING APPROPRIATIONS AND AUTHORIZING EXPENDITURE.

WHEREAS, the City paid off the OIB loan in April 2015 with the proceeds from the sale of the old Fire Station; and

WHEREAS, the City was paying \$2,784.24 per month towards that loan; and

WHEREAS, the City Council desires to continue making the payment amount of \$2,784.24 and diverting it to make an additional payment to the Capital Reserve Electric Department Fire Station Building Loan; and

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

SECTION 1. Additional payment to Capital Reserve Fund Electric Department.

Interfund Transfers Expenditure:	01-401-64015 \$ (2,784.24)	General Fund
Emergency Services Revenue:	05-305-43901 \$ +2,784.24	
Emergency Service Debt Service:	05-405-66009 \$ (2,784.24)	
Capital Reserve Fire Station Loan Revenue:	56-305-43015 \$ +2,784.24	

SECTION 2. Effective Date. This resolution shall become effective upon adoption by the City Council and approval by the Mayor.

ADOPTED by the City Council this 13th day of April, 2015.

APPROVED by the Mayor this 13th day of April, 2015.

Mayor Tom Cramblett

ATTEST:

City Recorder Kathy Woosley

Hood River County Sheriff's Office
 Statistical Information
 City of Cascade Locks
 March 2015

Case Numbers associated with Cascade Locks				Call Breakdown
Case #	Date	Officer	Classification	
S150184	03/01/15	22	Prowler	0 Alarms
S150191	03/03/15	18	Prowler	5 Animal Control
S150194	03/03/15	19	Mental	2 Assault
S150197	03/05/15	14	Warrant	2 Burglary
S150206	03/08/15	22	Assault	3 Civil Issue
S150216	03/13/15	89	Vehicle Stop	2 Disturbance / Nuisance
S150233	03/18/15	14	Theft	1 Domestic Situation
S150235	03/19/15	14	Domestic	0 Drug Activity
S150236	03/20/15	11	Order Violation	2 Harassment
S150244	03/22/15	20	Assault	0 Hit & Run
S150246	03/23/15	18	Vandalism	0 Juvenile Problem - MIP, Missing, etc.
S150259	03/26/15	85	Warrant	1 Marine
S150260	03/27/15	87	Vehicle Stop	3 Mental / Suicide
S150261	03/27/15	87	Vehicle Stop	0 Missing Person
S150263	03/28/15	21	Burglary	10 MVC / Traffic Complaint / Assist
S150271	03/30/15	15	Death	2 Order Violation - Restraining, No Contact, etc.
S150275	03/31/15	18	Burglary	0 Property - Lost/Found
				6 Paper Service & Attempts
				5 Request for Assistance / 911 Hangups/Welfare
				0 Robbery
				0 Sex Crimes / Rape
				1 Subject Stop
				7 Suspicious Activity / Prowler / UEMV
				2 Theft (inc SV/UUMV)
				40 Traffic Stops
				3 Trespass / Unwanted Subject
				1 Unattended Deaths
				1 Vandalism
				3 Warrant Service & Attempts
				1 Weapons / Shots Fired
Total	17			103 Total

Total Number of Cascade Locks patrols

78

Total Calls for Service
(includes followup, OFCR initiated, agency assist, SAR, etc.)

137

Hours worked by Deputy Harvey
 Hours worked by other personnel

75.5
 82.0


 Brian Rockett, Chief Deputy

CITY of CASCADE LOCKS – Tourism Committee Meeting Minutes

TOURISM COMMITTEE MEETING, Tuesday, March 17, 2015, 7:00 PM, City Council Chambers

1. **Call Meeting to Order & Roll Call.** Meeting was called to order at 7:02 pm by Chairman Miller. Tourism Members Present: Debbie Fine, Cindilee Baseman, Caroline Park, Lucas Lembrick and Marie Miller. Staff Present: Gordon Zimmerman, City Administrator and Deanna Busdieker, Tourism Staff. Port of Cascade Locks Present: Holly Howell. The committee welcomed our newest member, Lucas Lembrick, with introductions.
2. **Amendments to the Agenda** - none
3. **Comments by the General Public** - none
4. **Discussion/Declaration of Potential Conflicts of Interest** - none
5. **Approval of Minutes Presented: March 2, 2015.** Motion was made by TM Fine, seconded by TM Park, to approve the minutes of March 2, 2015. Motion passed unanimously.
6. **Approval of Bills:** Motion made by TM Fine to approve reimbursement to Deanna Busdieker for payment of digital print proof and shipping with the Mult. Falls kiosk panel she made to International Graphics & Nameplate, Inc. in the amount of \$51.00. Motion was seconded by TM Baseman. Motion passed unanimously.

Motion made by TM Baseman, seconded by TM Park, to approve reimbursement to Deanna Busdieker for Travel Portland Marketing Workshop registration, held March 12, 2015, in the amount of \$40.00. Motion passed unanimously.

7. **FY 2015-2016 Budget Workshop:** Chairman Miller distributed the budget worksheet for the tourism committee that showed past FY budget Revenues and Expenses. The committee discussed each line item with projected \$58,600 for Revenue for FY 2015-16, and \$51,630 Expenses. The committee agreed that the line item titled “Special Promotions” should be renamed “Matching Grant Program” to reflect and identify this category for our grants program. The committee also agreed that \$2,000 of our Revenue should be placed in Tourism Contingency.

Motion was made by TM Fine, seconded by TM Park, to approve the FY 2015-16 Budget as discussed and agreed upon. Motion passed unanimously. Note: the Tourism Budget approved was turned into City/Financial Director for Budget Committee Review processes.

8. **Photo Stock Bids Review:** Chairman Miller presented a PowerPoint program that provided information on our photographer bids that were \$6,000 or under for the year, following our RFP process. The committee discussed these nine photographers, their qualifications, proximity to Cascade Locks, and ability for specific designed shots.

Following the presentation, committee members gave their top three selections, which were all unanimous. These were Matt Laughter (Portland), Michael Peterson (Hood River), and Aaron Green (Cascade Locks). It was decided that the committee would interview each photographer before making a decision on the winning selected bid. Tourism staff Busdieker will arrange these interviews before our next meeting, April 6. Committee members are to design questions for the interviews and start listing photo locations and events that are needed.

Holly Howell asked how the Port could help with this process. The Tourism committee requested possible help from Mayah Frank with photographer shooting and assist with recreational shots. All photos will be shared with the Port for marketing purposes.

9. **Hosted Chamber After Hours Update, March 26.** Discussion was held on the upcoming Chamber After Hours event, hosted by Tourism with Port and Cascade Locks Businesses assistance.

The committee reviewed the timeline with getting invitations out with chambers (West Columbia Gorge Chamber of Commerce & Skamania County Chamber of Commerce), materials for check-in and marketing collateral, and gift baskets from each chamber. Committee members were assigned businesses to solicit for giveaways with our basket.

Food and Beverage donations were coming from the Port, Brigham's Fish Market, Lorang's Fine Art Gallery, Thunder Island Brewing, and Columbia Market. Tourism will purchase cheese, crackers and bread platters, and desserts by Nellie's Pies. Motion made by TM Fine, seconded by TM Baseman, to approve expenses up to \$300 for tourism food costs. Motion passed unanimously.

10. Tourism Committee Member Reports

- A. Debbie Fine** – Question on where tourism business cards were, as they were available in the past. Since none exist now, we will work on printing some for committee members.
- B. Cindilee Baseman** - none
- C. Caroline Park** – She has received a full scholarship to Oregon Governor's Conference on Tourism, held in Eugene in April. The Gorge Brewers Passport Program is becoming very successful.
- D. Lucas Lembrick** - none
- E. Marie Miller** – A reminder of the Gorge Hub meeting held Friday, March 20 from 1-3 pm in the Port Pavilion.
- F. Tourism Staff, Deanna Busdieker**, showed the committee tourism logo designs and asked for input. Busdieker also showed the work done on the new tourism website being developed.

11. Next Meeting Date & Time: April 6, 2015, 7:00pm. Members and staff were reminded of the next Tourism meeting.

12. Adjournment. Motion made by TM Park, seconded by TM Fine, to adjourn the meeting. Motion passed unanimously. Meeting was adjourned at 9:23 pm.