

# CITY of CASCADE LOCKS *AGENDA*

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CITY COUNCIL MEETING, Monday, February 11, 2013, 7:00 PM, CITY HALL

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

1. **Call to Order/Pledge of Allegiance/Roll Call.**
2. **Additions or amendments to the Agenda.** (The Mayor or Presiding Officer may add items to the agenda after it is printed and distributed only when required by business necessity and only after an explanation has been given. The addition of agenda items after the agenda has been printed is otherwise discouraged).
3. **Adoption of Consent Agenda.** (Consent Agenda may be approved in its entirety in a single motion. Items are considered to be routine. Any Councilor may make a motion to remove any item from the Consent Agenda for individual discussion.)
  - a. **Approval of Minutes of January 14, 2013 Council Meeting.**
  - b. **Approval of Minutes of January 28, 2013 Council Meeting.**
  - c. **Ratification of the Bills in the Amount of \$303,781.09.**
4. **Public Hearings. Sale of Old Fire Hall.**
5. **Action Items:**
  - a. **Fill Council Vacancies and Perform Oath of Office.**
  - b. **Various Committee Appointments.**
  - c. **Set Date for 2013/2014 Budget Priorities.**
  - d. **Request for OSU Economic Impact Study.**
  - e. **Approve Request for DLCD Funding.**
  - f. **First Reading of Ordinance No. 420 Repealing Ordinance No. 304, as amended by 391, Creating a Park and Recreation Commission for Cascade Locks Oregon, Providing for the Community and Adequate Program and Plan of Public Recreations; Defining its Duties and Responsibilities.**
  - g. **Second Reading and Adoption of Ordinance No. 419.**
  - h. **Authorize Payment in the Amount of \$3,672.00 to Cascade Locks Automotive invoice for Repairs to F550.**
  - i. **ODOT Flexible Source Agreement.**
  - j. **Public Safety Sub-committee.**
  - k. **Authorize Mayor to sign 2013 SCA Agreement.**
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. **Warehouse Addition.**
  - c. **White Paper Tri-City Agreement and Setting Date for Joint Meeting.**

(continued)

**d. CATV**

**e. 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.**

**CASCADE LOCKS STAFF REPORT**

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**Date Prepared: Feb. 5, 2013**

**For City Council Meeting on: Feb. 11, 2013**

**TO: Honorable Mayor and City Council**

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

**SUBJECT: Public Hearing for the Sale of the Old Fire Hall**

**SYNOPSIS:** Before disposing of an asset that has been in use as a public facility in the past and still owned by the City Cascade Locks with a value over \$25, the City Council must declare the building as no longer used as a public facility, no longer needed as a public facility, and as surplus property in order to dispose of such property. The old Fire Hall located at 505 WaNaPa Street has been replaced with the new fire hall and is no longer needed as a public facility. The Council has been working since last year to find a buyer/developer of the property and has instructed the City Administrator to negotiate the sale of the property after advertising for proposals. The purpose of this public hearing is to identify an old public facility as surplus.

**PUBLIC HEARING:**

**OPEN PUBLIC HEARING**

**STAFF REPORT**

**STATEMENTS IN OPPOSITION**

**STATEMENTS IN AGREEMENT**

**STATEMENTS IN GENERAL**

**CLOSE PUBLIC HEARING**

**DISCUSSION BY THE COUNCIL:** No action will be taken on this public hearing until Feb.

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The Oath of Office was administered to Mayor Tom Cramblett and Councilors Bruce Fitzpatrick, Glenda Groves, and Randy Holmstrom by Justice of the Peace Cindy Mitchell. A short reception followed.

1. **Call to Order/Pledge of Allegiance/Roll Call:** Mayor Cramblett opened the meeting at 6:48 PM. CM's Storm, Groves, Holmstrom, Fitzpatrick, Lorang, and Mayor Cramblett were present. Also present were Interim City Administrator Paul Koch, City Administrator Gordon Zimmerman, City Recorder Kathy Woosley, Finance Officer Marianne Bump, City Attorney Ruben Cleaveland, Public Works Foreman Sheldon Price, Justice of the Peace Cindy Mitchell, Hood River County Sheriff Matt English, Deputy Brian Rocket, Cody Steelman, Carol Taylor, Brenda Cramblett, Darlene Sullenger, Ken Hutton, Don Sullenger, Virginia Fitzpatrick, Ken and JoAnn Wittenberg, Anne Holmstrom, Kayla Carron, Phil Watness, Arni Kononen, Jess Groves, Donna Mohr, Calvin Peck, Kirby Neumann-Rae, Richard Randall, Sandra Kelley, Randy Mislick, Cindilee Baseman, Marva Janik, Steve Gast, Bob Walker, Rob Brostoff, George Fisher, Jason Sergeant, Lorraine Wimberly, Don and Gyda Haight, Gary Munkhoff, Lyvette Hatch, Paulette Baxter, Ron Harris, and Camera Operator Betty Rush.

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

3. **Adoption of Consent Agenda:**

a. **Approval of Minutes of December 3, 2012 Work Session and December 10, 2012 Council Meeting.**

b. **Ratification of the Bills in the Amount of \$212,704.50.**

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

4. **Public Hearings:** None.

5. **Action Items:**

a. **Elect Council President.** Mayor Cramblett opened nominations for Council President. CM Storm nominated CM Groves for Council President. She declined stating that Council President should be someone with more experience. CM Fitzpatrick nominated CM Holmstrom. He declined. CM Holmstrom nominated CM Fitzpatrick. CM Fitzpatrick said he would like to know a little more about the rules but would do it. **Motion:** CM Holmstrom moved, seconded by CM Lorang, to nominate CM Fitzpatrick as Council President. The motion was passed unanimously by CM's Storm, Groves, Holmstrom, Fitzpatrick, Lorang, and Mayor Cramblett.

b. **Approve Resolution No. 1252 Authorizing Specific Staff Members and City Councilors to Sign Checks for the City of Cascade Locks; and Repealing Resolution No. 1232.** Mr. Steelman said there needs to be more monitoring and safeguards put in place for the tax payers money before signing this resolution. He said the checks need to be authorized before the money is spent and there is no mention of spending limits. City Attorney Cleaveland explained that this resolution authorizes signatories on checks and not financial policies. ICA Koch explained that financial policies would be discussed later in the agenda. **Motion:** CM Lorang moved, seconded by CM Storm, to approve **Resolution No. 1252**. The motion was passed unanimously by CM's Storm, Groves, Holmstrom, Fitzpatrick, Lorang, and Mayor Cramblett.

c. **Approve Personal Services Contract with American Legal Publishing Corporation for Ordinance Codification.** Mayor Cramblett explained the process for the codification of ordinances. **Motion:** CM Lorang moved, seconded by CM Storm, to approve the personal services contract with American Legal Publishing Corporation and the invoice for \$2,640.00. The motion was passed unanimously by CM's Storm, Groves, Holmstrom, Fitzpatrick, Lorang, and Mayor Cramblett.

d. **Adopt Ordinance No. 419 Repealing Ordinance No's. 123, 152, and 346.** ICA Koch gave a brief overview of the staff report. Mr. Steelman stated that Ordinance No. 123 is the closest thing to a financial

policy and the people have a right to monitor. He said this would take away the ability to monitor the City's finances. He asked if it would be too much to ask Council to draft a resolution to keep the monitoring tools. FO Bump stated Ordinance No. 123 was written in 1961 and outdated. She said Ordinance No. 123 states that the Treasurer shall be bonded at \$10,000 and currently is bonded at \$100,000. She stated there is a job description stating the duties of the Finance Officer. Mr. Steelman said the "Treasurer" could be changed to "Finance Officer" and retain the ordinance. CM Fitzpatrick explained that financial information could be obtained any time from the City. FO Bump explained that the financials are posted on the website and can be viewed or obtained from the City at any time. Mr. Steelman said this ordinance guarantees the citizens the ability to monitor the funds. **Motion:** CM Storm moved, seconded by CM Lorang, to adopt Ordinance No. 419 and repealing Ordinance No.'s 123, 152, and 346. CR Woosley explained this would be the first reading with the second reading and adoption at the next meeting. ICA Koch read the first reading of Ordinance No. 419.

**e. Approve 2013/2014 Budget Process and Format.** ICA Koch explained the budget process and stated the example provided in the packet is from last year. Ms. Carron explained that the Tourism Committee has met and are going to be making extensive changes to their budget. **Motion:** CM Lorang moved, seconded by CM Fitzpatrick, to approve the 2013/2014 budget process and format and set the date of January 22 at 7:00 PM for that meeting. The motion was approved unanimously by CM's Storm, Groves, Holmstrom, Fitzpatrick, Lorang, and Mayor Cramblett.

**f. Approve Financial Policies.** Mr. Steelman said the City is not a franchise and cannot tax ourselves a franchise fee. He said to call this what it is and this is an enterprise tax. He said the work order system has to be in place and each department held accountable. **Motion:** CM Storm moved, seconded by CM Holmstrom, to approve the Financial Management Policies as contained in the attached policy document. ICA Koch said there was a work session held in which these policies were discussed. He said this puts everything together in one place. He said the document does not set rates. He said this policy also encourages the City to spend the tax payer's money in town. He said this document also establishes \$1,000,000 as the goal for the reserves in the municipal electric operation. He said other cities are increasing their reserves. ICA Koch said most of the policy is common sense policies that other municipalities have in place. He explained this will give the Council a much stronger handle and control of the finances of the City. He said this policy also solidifies the monthly reporting to Council and the current Council direction of quarterly in-depth reviews. Mayor Cramblett said this is a good start for financial management.

The motion was passed unanimously by CM's Storm, Groves, Holmstrom, Fitzpatrick, Lorang, and Mayor Cramblett.

**g. Adopt Resolution No. 1253 Approving the Emergency Operations Plan for the City of Cascade Locks.** ICA Koch explained this is a 55 page document pared down from a 500 page document that is a useable document in case of an emergency. He said the fire station has been designated as the Emergency Operations Center as it has a generator. He said the City Hall does not have a generator. **Motion:** CM Fitzpatrick moved, seconded by CM Lorang, to adopt Resolution No. 1253 approving the Emergency Operations Plan for the City of Cascade Locks. The motion was passed unanimously by CM's Storm, Groves, Holmstrom, Fitzpatrick, Lorang, and Mayor Cramblett.

**h. Adopt the Job Description for the City Council Sub-Committee on Finance and Operations, Establish the Sub-Committee and Make Appointments.** ICA Koch gave a brief overview of the staff report. Ms. Kelley stated that she had attended informative classes regarding the budget. She said she understood that at any point that the Council could call the Budget Committee together to make recommendations to the City Council regarding financial matters. She said at the end of the year the Budget Committee is charged with balancing and making things right. She said citizens should be involved in a process that has to do with reviewing past and recommending for future financial situations. Ms. Kelley said this should include the Budget Committee or at least citizen involvement. **Motion:** CM Storm moved,

seconded by CM Holmstrom, to adopt the job description for the City Council Sub-committee on Finance and Operations, establish the Sub-committee and make the three appointments to the Sub-committee.

CM Groves asked if all City Councilors should be involved. ICA Koch explained that this sub-committee was designed to work as the Economic Development Sub-committee which meets with less than a quorum and forwards recommendations to the Council. He said the intent is to get a better understanding of City expenditures, costs, and operations so there is better education and knowledge on how the City operates. City Administrator Zimmerman stated the Sub-committee makes no decisions; they bring back recommendations to the full Council. CM Groves asked if there are any reasons why citizens couldn't be on the committee. ICA Koch stated the Council could rewrite the job description to add three Budget Committee Members or 16 citizen members. CM Holmstrom said he would recommend three Councilors and three citizen Budget Committee Members. CM Holmstrom amended the motion to include three Councilors and three citizen members from the Budget Committee to serve on the City Council Sub-committee on Finance and Operations. CM Fitzpatrick seconded the amendment. The amendment to the motion passed unanimously by CM's Storm, Groves, Holmstrom, Fitzpatrick, Lorang, and Mayor Cramblett. The motion passed unanimously by CM's Storm, Groves, Holmstrom, Fitzpatrick, Lorang, and Mayor Cramblett to adopt the job description for the City Council Sub-committee on Finance and Operations, establish the Sub-committee, and make the three Councilor appointments.

Mayor Cramblett appointed CM's Fitzpatrick, Groves, and himself to the Sub-committee and directed letters to be sent to Budget Committee Members asking for letters of interest be sent in for interest in serving on this sub-committee.

**i. Adopt Plan for Filling Council Vacancy.** Mr. Kononen welcomed the new members to Council. He said some people are saying to fill the vacancy with the next highest vote getter. He said that isn't how the Council has always filled vacancies. He said in the past applications have been submitted. He said he didn't know what direction the Council would take but if choosing to go the application route would want the Council to get together before interviewing and decide what skills are most needed for the additional member. He asked them to forget "which side" and labels. He said personnel management skills are needed on the Council. Mr. Kononen said another example would be someone with strengths in economic development. He said if criteria is set beforehand then there is a way to choose without any preconceived ideas and able to choose the best candidate for what the community's needs are.

Mr. Peck said there shouldn't be a problem as there was just a vote. He said the next highest vote getter should be appointed. He said the next highest votes were for Jeff Helfrich. He has experience as he's been on the Council.

CM Holmstrom said the next highest vote getter should be considered. Mayor Cramblett asked CM Holmstrom to put it in a motion. **Motion:** CM Holmstrom moved, seconded by CM Lorang, to appoint the next highest vote getter to the vacancy. CM Storm said he thought the best choice would be to go with the next highest vote getter from the last election. CM Groves said the vacancy should not be filled by the next person receiving the highest votes and should be filled by the same process as the two gentlemen sitting on Council now, which is an application process. CM Lorang said past practice during an election year was to fill the vacancy with the next person in line with the highest votes. He said there was a recent initiative proposed and worded to fill vacancies in just that way. He said there were wording problems and abandoned. He said there were people then that thought that was a good process.

Mayor Cramblett stated there are seven options listed in which Council was to discuss the process and listed options. He said instead a motion was made to forget about the process and go right to one of the options. He said that he would disagree with filling the vacancy with the next highest vote getter. He said in the past applications were submitted. He said there was just an election and the results showed which direction the people didn't want to go. He said the next highest vote getter was in favor of the two initiatives in the recent

election. He said he is no way in favor of giving up power. He said he wants the Council to look at several options and hopes this motion is defeated. CM Fitzpatrick said he would like to go with the application process and pick the best applicant. CM Holmstrom said he would withdraw his motion as it is obvious that the vote will be three to three. **Motion:** CM Groves moved to fill the vacancy through an application process.

ICA Koch restated staff's recommendation that Council utilize the system that was established by the previous Council and advertise the vacancy for two weeks, use established application, interview and make the selection. CM Fitzpatrick seconded the motion. CM Groves restated her motion to adopt staff's recommendation for filling the vacancy. CM Fitzpatrick seconded.

CM Holmstrom said when there has been an election the Council has used the electoral results. He said if Jeff Helfrich declined then it would go to Richard Randall. He said this would save a lot of time. George Fischer, from the audience, said that would be discrimination because he might want to apply. The motion failed with CM's Storm, Holmstrom, and Lorang voting against the motion. CM's Groves, Fitzpatrick, and Mayor Cramblett voted in favor of the motion.

Mayor Cramblett said to table this item and directed staff to come up with something different.

**6. Appearance of Interested Citizens to Share a Variety of Perspectives on Issues Facing Our Community:** Mr. Peck said if there are people that want to fill out an application why didn't they run for Council on the recent ballot.

Mr. Steelman spoke about citizens being allowed to speak at meetings. He also spoke about a quorum of the Council being necessary for the transaction of business.

Mrs. Wittenberg said that she and Jean McLean have been putting the monthly calendars together for the past 13 months. She said Kayla Carron and Rebecca Sergeant will be taking over and said anyone with information for the monthly calendar must call in to City Hall. Mrs. Wittenberg thanked all the quilting ladies, SMART volunteers, and everyone that has volunteered folding the calendars to go into the utility bills. She said this has been a labor of love to fold the calendars.

Mrs. Sullenger welcomed and congratulated the new Council. She said it is a violation of the City Charter for the two appointed Councilors to choose not to run in the recent election. She said the Hood River County Elections Officer, the Secretary of State, the City Attorney that wrote the Charter; agree that the vacancies should have been filled to the next general election. She said the previous appointed Mayor and Council agreed that it was a better fit for their agenda to eliminate the voters and election process for two Councilors in the last general election. She said this re-interpretation of the Charter denied the voting community to vote for their electors. She asked Mark Storm and Brad Lorang to honor their oath of office and resign their position on Council.

Ms. Kelley said two Councilors that weren't voted for their positions say that the next highest vote getter should fill the vacant seat. She said that filling vacancies is already defined in the Charter and with practice. She said you can't reinterpret the Charter. She said the past Council did it twice. Ms. Kelley said any attorney worth his salary would have reviewed legislative history. She said the attorney should be trusted to keep things straight and not reinterpret the Charter based on what different Council's may want. She said Mark Storm and Brad Lorang need to resign for the betterment of the City and to save the cost of a special election. She said otherwise they will be recalled and they will be subject to the voters. She said the reason they didn't run for election is that they didn't think they would win.

Mr. Mislick said the City needs ethical people to enact the Charter. He said social dysfunction is created when allowing the attorney to interpret what is black and white in the Charter. He said he is in favor of Mark Storm and Brad Lorang stepping down.

Mr. Randall stated he ran for a Council position in 1998 and was the next highest vote getter and after interviews by Council, Rob Brostoff was given the position for the vacant seat. He said with the results of the recent election the citizens have clearly spoken that they want new leaders. He said he believes the Charter was misinterpreted when filling the vacancies with Mark Storm and Brad Lorang. He said he is advocating the citizens and Council fill a new charter committee. He said the Councilors that voted for the initiatives on the ballot broke their oath. He said the right thing for the Council to do is reassess the situation and allow the citizens to vote on any increases. He said the charter amendment should be reviewed as a positive tool to be used to the Council's advantage to insure that business is taken care of and the will of the people is done.

Mr. Munkhoff suggested the new Council rewrite the Charter to make it clear. He said to be simple so that all will know that the appointees are in place to the next election even though historically everyone knows what it means. He said the same goes for the initiative that was passed regarding increases. He said all the citizens know what it means but rewrite it so there are no questions as to what it means. He said there hasn't been any rate increase for four years so it must not be a big deal. Mr. Munkhoff said the Council should look into getting a different attorney. He said historical precedence counts and this Charter would not have been interpreted this way by a past attorney. He said different results should be expected from our attorney. Mr. Munkhoff said Councilors Storm and Lorang should give explanations as to why they think they should remain on Council and said they should be ashamed of themselves.

Mrs. Sullenger said there seems to be confusion on raising rates and charges. She said Council is contradicting themselves as they have raised fees and charges.

Mr. Kononen challenged those speaking of historical precedence and asked for one instance. He said the point is the ambiguousness of the Charter. He said the Judges say Council can interpret when there is ambiguous language.

Mr. Fisher welcomed the new Council and said they have a lot of work ahead of them. He said there are a lot of good people supporting them.

**7. Reports and Presentations:**

**a. City Committees.** Ms. Carron reported that she would be attending a sailing symposium in Florida and would be representing the City and the Port. She said she has created a presentation and would be showing that at the next Port Commission meeting.

**b. LGPI Transition Plan.** Ms. Hatch and Ms. Baxter presented their transition plan. Mr. Harris also spoke regarding the transition plan and requirements to staffing that department. Consensus of Council was to direct staff to immediately authorize the filling of the full time Lineman position to be vacated January 2013 and to utilize the Union Hall for temporary help. ICA Koch said the Union Hall has agreed to develop job descriptions for the current employees.

**c. ICA Koch Report (handout).** ICA Koch informed Council on the City Recreation Program and recommended that Council authorize and direct staff to close down the current City Recreation Program effective January 31, 2013 and the remaining funds for that program be transferred to the Hood River County School District to help fund the Community Education Program as part of the Community Center concept. Mrs. Mohr said instead of having kids here in the City Hall building running wild there would be a structured program at the school. Mrs. Sullenger said having the youth at the school would open up broad opportunities for them. Consensus of Council was to move ahead with closing the Recreation Program at the City and moving it to the Community Education Program.

ICA Koch said the updated maps from the Gorge Commission need to be reviewed so this map issue can be cleared up.

ICA Koch informed Council that staff had recruited for the vacancy in the Public Works Department and asked Council to authorize the hiring of Michael Easter as Utility Worker 1 at \$13.94 per hour. He said it is

budgeted for and the vacancy was created when Jesse Metheny moved to the Fire Department. **Motion:** CM Holmstrom moved, seconded by CM Groves, to hire Michael Easter for the Utility Worker 1 position. The motion was passed unanimously by CM's Storm, Groves, Holmstrom, Fitzpatrick, Lorang, and Mayor Cramblett.

ICA reported on the communication tower and the possibility of another option from Hood River County to complete the project. There was consensus of Council to continue with pursuing this option.

Mrs. Sullenger, from the audience, said she didn't see on the agenda that Council was hiring anyone. She said Council is being told we are under the pay scale for utilities and an idea to hire another supervisor for Public Works. She said there were just two people hired for the Fire Department. She told Council they needed to slow down. She said this item was not on the agenda but Council voted for it. She said Council doesn't know the finances or the dollar amounts. Mrs. Sullenger said she is on the Budget Committee and she doesn't know so she is sure Council doesn't know. Mayor Cramblett said a position is being replaced. She said Council is talking about replacing a supervisor, which is more benefits, and the two employees at the Fire Department with the highest rate of PERS. She advised them to slow down because the City is going in a hole fast.

ICA Koch said the Joint Work Group on Economic Development would begin meeting again in February with a community meeting to hear what the community feels about jobs, economic development and the roles of the City and Port.

ICA Koch notified the Council that there is an available seat on the MCEDD Board and this would be a way for Council to have an effect on economic development and funding.

**8. Mayor and City Council Comments:** CM Fitzpatrick said that hiring another public works employee has already been allocated in the budget. Mrs. Sullenger said she is on the Budget Committee and knows that no one on Council knows where the City is financially. Mr. Fitzpatrick thanked the citizens for attending the meeting.

CM Groves commented on the amount of citizens attending the meeting.

CM Storm said he was appointed to the long term on Council and it was a policy issue not a personal issue.

Mayor Cramblett said he had an issue with how vacancies were filled. He said he contacted the County Elections Officer who was adamant that the vacancies should have been filled until the next general election. He said the County Elections Officer contacted the Secretary of State who agreed that the vacancies should have been filled until the next general election. He said Will Carey also agreed with this. Mayor Cramblett said according to the State of Oregon the City has a lot of latitude with their Charter. He said the past Council said there was a lot of ambiguity in the Charter and they commanded the attorney to go along with them. Mayor Cramblett said that past attorney Will Carey wrote the Charter clearly to state that vacancies are filled until the next general election and then the people will decide who is on Council. He said this is clear to the County Elections Officer and to the Secretary of State. He said the Charter is important and history should have been tracked. He said it isn't Mark's fault; the attorney was pushed. He said he expects the attorney to hold Council's "feet to the fire" and he isn't sure that is what we have. Mayor Cramblett said neither the County nor the Secretary of State can do anything about this. He said it is up to Council to defend their Charter.

CM Lorang said he didn't manipulate any kind of process or coerce the attorney. He said he was the only applicant at the time that applied to the position.

**9. Other matters:** None.

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

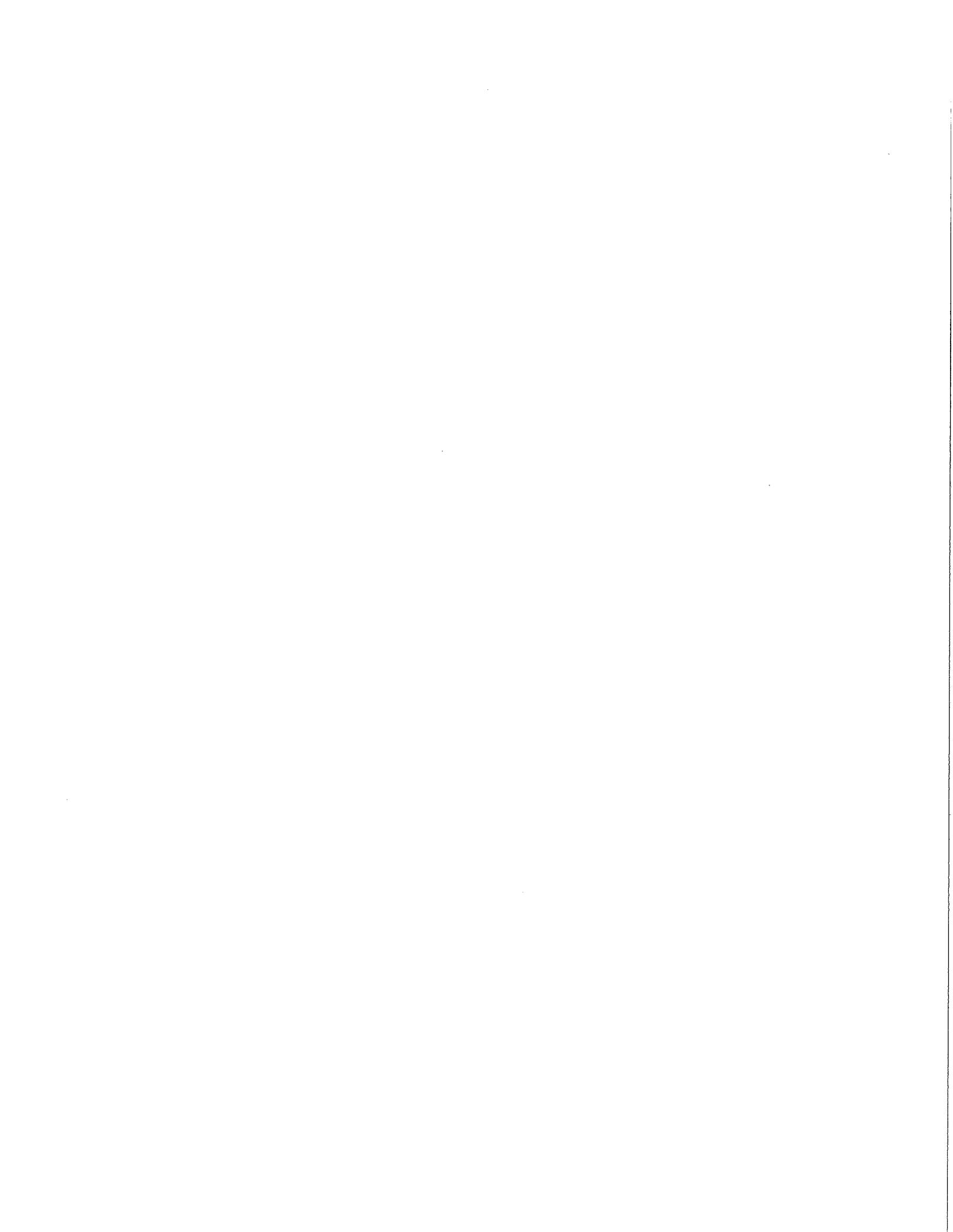
11. **Adjournment:****Motion:** CM Groves moved, seconded by CM Lorang, to adjourn. The motion passed unanimously by CM's Storm, Groves, Holmstrom, Fitzpatrick, Lorang, and Mayor Cramblett. The meeting was adjourned at 10:07 PM.

Prepared by  
Kathy Woosley, City Recorder

APPROVED:

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Tom Cramblett, Mayor



1. **Call to Order/Pledge of Allegiance/Roll Call.** Mayor Cramblett called the meeting to order at 7:00 PM. CM's Groves, Fitzpatrick, and Mayor Cramblett were present. Also present were Interim City Administrator Paul Koch, City Administrator Gordon Zimmerman, City Attorney Ruben Cleaveland, City Recorder Kathy Woosley, Ken Wittenberg, Ken Hutton, Bob Walker, Don Haight, Richard Randall, Sandra Kelley, Virginia Fitzpatrick, Lori Madrigal, Gary Munkhoff, Kirby Neumann Rae, and Camera Operator Betty Rush.
2. **Additions or amendments to the Agenda.** None.
3. **Adoption of Consent Agenda.** None.
4. **Public Hearings.** None.
5. **Action Items.**

a. **Adopt Plan for Filling Council Vacancy.** Sandra Kelley encouraged everyone to support the new Mayor. She said the Council should appoint the vacancies as it is not mentioned anywhere in the Charter that there can be a special election. She said the Charter has been solid enough for a very long time and will suffice as written. Ms. Kelley said Tom Cramblett has represented the majority of citizens under a difficult situation and he received a lot of votes in the recent election.

Bob Walker said he believes in the Charter but also believes that it is open to interpretation. He said at least one person should be appointed to do the work of the City and that person could be the next highest in votes from the recent election. He said then let the voters decide who should fill the other vacancies. Mr. Walker said he realized the cost of a special election is \$3,000 but a lot of money has been spent on less important things. He said the voters need to be heard. He said that he is interested in a position on Council but appointing is going to start the "tug of war" all over again.

Mr. Randall said the Charter should be reviewed and the ambiguity taken out of it. He said traditionally appointments have been made to vacancies but he agreed with Mr. Walker on having a special election. He said the vacancies should be voted on by the people. He said the Council should appoint the fourth person then hold a special election to fill the other vacancies.

Mayor Cramblett said the resignations given after the first meeting stated the meeting was dysfunctional. He said he has spent six years on Council and there has been a certain amount of dysfunction going on for those six years. He said the goals accomplished were goals set by a previous Council. He said the City has financial issues. Mayor Cramblett said there has been an attempt to change the Charter to take the power away from the people. He said there was an 80% turn out at the recent election and that says that the citizens do care about what goes on. He said the attorney has to defend what the Council says to do with the Charter. He said that Will Carey told him that Ruben Cleaveland is a good attorney. He said it all depends on how the Council deals with the attorney. Mayor Cramblett said he wanted a better relationship with the media as right now it is more like a tabloid representation.

Mayor Cramblett the City just had an election and suggested that the three people that ran for Council be appointed to fill three of the vacant seats and applications be accepted to fill the fourth vacancy. He explained that there are two different philosophies and one of those philosophies received more votes than the other so that philosophy should have the majority vote on Council.

City Attorney Cleaveland stated that the Charter does not allow a special election but that the Council could do an advisory election and then appoint based on that election. CM Fitzpatrick stated that it should be determined that each appointee will be filling the vacancy to the next general election. City Attorney Cleaveland explained the contradictory terms and stated Council would have to determine which part in the Charter they want to give more weight to. City Administrator Zimmerman explained how to reestablish the staggering of the terms.

CM Groves agreed with Mayor Cramblett stating that people ran for Council and three of the vacancies could be filled with those people. She said the fourth position could be applied for by interested citizens.

CM Fitzpatrick said he agreed and this would get the City's business taken care of quickly.

**Motion:** CM Fitzpatrick moved, seconded by CM Groves, to accept the last election results in appointing councilors and fill the seventh seat through an application process. The motion was passed unanimously by CM's Groves, Fitzpatrick, and Mayor Cramblett.

**6. Appearance of Interested Citizens to Share a Variety of Perspectives on Issues Facing Our Community.** Ms. Kelley said she disagrees with each Council with a majority having the right to reinterpret the Charter. She said the responsible thing to do is to review legislative history. Ms. Kelley read Section 30 of the Charter and said this was put in place to protect the staggering terms of Council.

Ms. Kelley said she didn't think the resignation letters told the whole truth. She said the citizens feel strongly that appointees fill vacancies to the next general election. She said that recall papers were submitted before the resignations were made and read the recall statement. Ms. Kelley said the resignations indicated personal attacks. She said there were no personal attacks. She said the lengths of terms were discussed. Ms. Kelley said the letters of resignations indicated victimization and said the media should fairly reflect on the meeting.

Bob Walker said the Planning Commission was tasked with making amendments to the Community Development Code via the Anderson/Epstein report. He said the Planning Commission was put on hiatus for about a year and the list still exists. He urged Council to fill the vacancies on the Planning Commission and for the new Council to review the Anderson/Epstein report.

Gary Munkhoff asked for Council to take the interpretation out of the Charter. He asked them to fix the wording so that there is no room for interpretation on the length of terms and also for the wording on the amendment to the Charter regarding taxes, charges, and fees. He said it should be simple to write.

**7. Reports and Presentations.**

**a. City Committees. None.**

**b. Final ICA Koch Report (handout).** ICA Koch thanked the Council and said that it had been an honor and pleasure to serve. He said that he had been given a wonderful experience.

ICA Koch briefed the Council on the paving of Regulator Street, the communication tower, the ODOT Enhance It Grant, the Community Development code, and Nestlé's hiring HDR Engineering for a preliminary Hazardous Material Assessment.

8. **Mayor and City Council Comments.** Mayor Cramblett thanked ICA Koch for moving the City forward. He said he thought City Administrator Zimmerman was the right man to keep the City moving ahead.

CM Groves said that ICA Koch made a big difference in pulling the City together and that he had done a good job.

CM Fitzpatrick said he probably would not be sitting on Council if not for ICA Koch.

9. **Other matters.** CM Fitzpatrick said he is glad that there is a process to move ahead. CM Groves said there is a process to move forward with good people and things are going to get done. Mayor Cramblett said the City will move forward.

Mayor Cramblett urged citizens to apply for the vacancies on Council and on the committees.

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

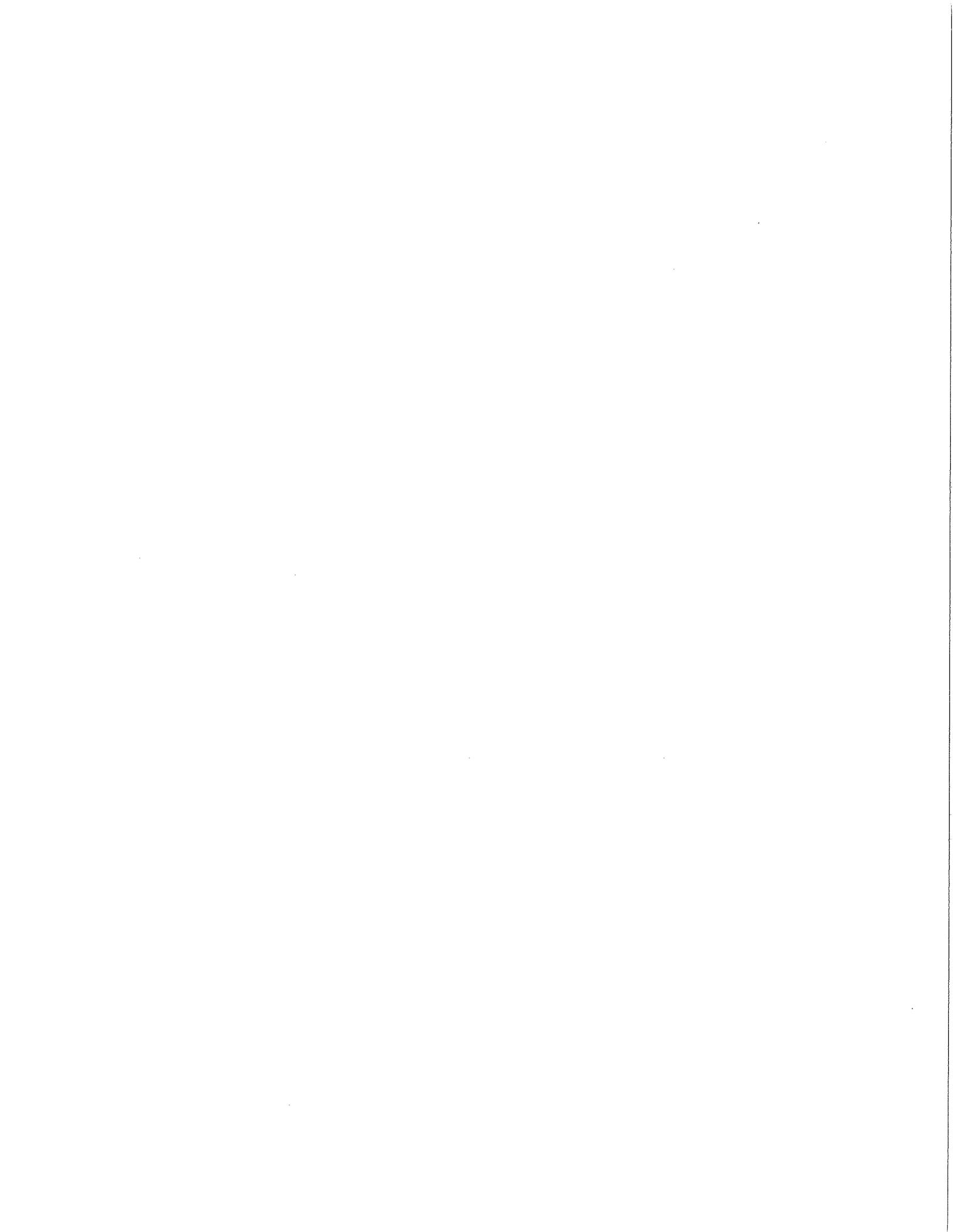
11. **Adjournment. Motion:** CM Groves moved, seconded by CM Fitzpatrick, to adjourn. The motion was passed unanimously by CM's Groves, Fitzpatrick, and Mayor Cramblett. The meeting was adjourned at 7:50 PM.

Prepared by  
Kathy Woosley, City Recorder

APPROVED:

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Tom Cramblett, Mayor



BLANKET VOUCHER APPROVAL

PAGE NO. 1

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DEPARTMENT: CITY OF CASCADE LOCKS  
COVER SHEET AND SUMMARY

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| DATE:     | DESCRIPTION:    | AMOUNT:       |
|-----------|-----------------|---------------|
| 1/11/2013 | Gross Payroll   | \$ 45,393.50  |
| 1/15/2013 | Mid Month AP    | \$ 59,936.96  |
| 1/25/2013 | Gross Payroll   | \$ 39,151.08  |
| 1/31/2013 | End of Month AP | \$ 100,851.88 |
| 2/8/2013  | Gross Payroll   | \$ 58,447.67  |

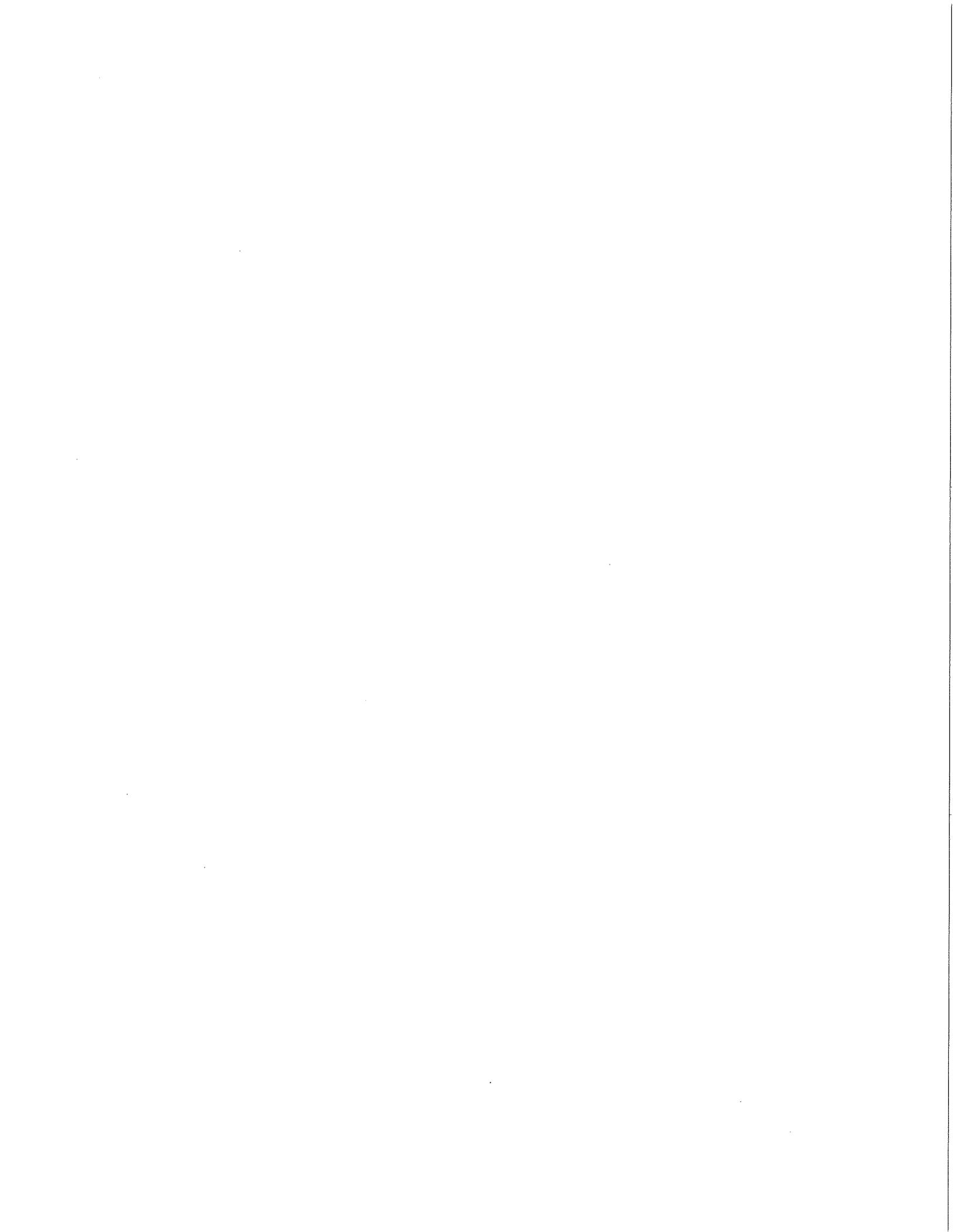
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|             |               |
|-------------|---------------|
| GRAND TOTAL | \$ 303,781.09 |
|-------------|---------------|

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APPROVAL:

\_\_\_\_\_  
Mayor



Report Criteria:  
 Report type: GL detail

| Check Number         | GL Period | Check Issue Date | Vendor Number | Invoice No.  | Payee                                 | Description              | GL Account | Amount   |
|----------------------|-----------|------------------|---------------|--------------|---------------------------------------|--------------------------|------------|----------|
| 3237                 | 01/13     | 01/31/2013       | 6822          | 90029        | American Legal Publishing Corporation | Codification 1st Billing | 0140162110 | 720.46   |
| 3237                 | 01/13     | 01/31/2013       | 6822          | 90029        | American Legal Publishing Corporation | Codification 1st Billing | 0542162110 | 42.50    |
| 3237                 | 01/13     | 01/31/2013       | 6822          | 90029        | American Legal Publishing Corporation | Codification 1st Billing | 2142162110 | 169.22   |
| 3237                 | 01/13     | 01/31/2013       | 6822          | 90029        | American Legal Publishing Corporation | Codification 1st Billing | 3142162110 | 197.74   |
| 3237                 | 01/13     | 01/31/2013       | 6822          | 90029        | American Legal Publishing Corporation | Codification 1st Billing | 4142162110 | 22.70    |
| 3237                 | 01/13     | 01/31/2013       | 6822          | 90029        | American Legal Publishing Corporation | Codification 1st Billing | 5142162110 | 1,487.38 |
| Total 3237: 2,640.00 |           |                  |               |              |                                       |                          |            |          |
| 3238                 | 01/13     | 01/31/2013       | 650           | 011813       | CASCADE LOCKS CHEVRON (DBA)           | F550 Tires/Alignment     | 0340562441 | 473.32   |
| 3238                 | 01/13     | 01/31/2013       | 650           | 011813       | CASCADE LOCKS CHEVRON (DBA)           | F550 Tires/Alignment     | 3140562441 | 473.32   |
| Total 3238: 946.64   |           |                  |               |              |                                       |                          |            |          |
| 3239                 | 01/13     | 01/31/2013       | 790           | 313230273 1  | CENTURYLINK                           | Fire Department Phones   | 0540562050 | 129.05   |
| 3239                 | 01/13     | 01/31/2013       | 790           | 313401451 1  | CENTURYLINK                           | WWTP                     | 3140562050 | 114.86   |
| 3239                 | 01/13     | 01/31/2013       | 790           | 313470082 1  | CENTURYLINK                           | City Hall Phones         | 0140162050 | 122.31   |
| 3239                 | 01/13     | 01/31/2013       | 790           | 313470082 1  | CENTURYLINK                           | City Hall Phones         | 2142162050 | 163.48   |
| 3239                 | 01/13     | 01/31/2013       | 790           | 313470082 1  | CENTURYLINK                           | City Hall Phones         | 3142162050 | 89.86    |
| 3239                 | 01/13     | 01/31/2013       | 790           | 313470082 1  | CENTURYLINK                           | City Hall Phones         | 4142162050 | 65.51    |
| 3239                 | 01/13     | 01/31/2013       | 790           | 313470082 1  | CENTURYLINK                           | City Hall Phones         | 5142162050 | 138.55   |
| 3239                 | 01/13     | 01/31/2013       | 790           | 31385538 1   | CENTURYLINK                           | Sewer                    | 2140562050 | 230.19   |
| 3239                 | 01/13     | 01/31/2013       | 790           | 313891134 1  | CENTURYLINK                           | Emergency After Hours    | 5140562050 | 44.52    |
| 3239                 | 01/13     | 01/31/2013       | 790           | 313891134 1  | CENTURYLINK                           | Emergency After Hours    | 5140662050 | 29.68    |
| 3239                 | 01/13     | 01/31/2013       | 790           | 314228414 1  | CENTURYLINK                           | Lift Station             | 3140562050 | 36.08    |
| Total 3239: 1,164.09 |           |                  |               |              |                                       |                          |            |          |
| 3240                 | 01/13     | 01/31/2013       | 800           | 320153997 1  | CENTURYLINK COMMUNICATIONS, IN        | Business Anytime         | 2140562050 | 7.83     |
| Total 3240: 7.83     |           |                  |               |              |                                       |                          |            |          |
| 3241                 | 01/13     | 01/31/2013       | 1290          | 17887        | CRUISE MASTER PRISMS, INC             | Namesags/Plates          | 0540562029 | 91.53    |
| Total 3241: 91.53    |           |                  |               |              |                                       |                          |            |          |
| 3242                 | 01/13     | 01/31/2013       | 1530          | 8255-9217 1/ | DISH NETWORK                          | Programming              | 4140562740 | 400.00   |

| Check Number | GL Period | Check Issue Date | Vendor Number | Invoice No. | Payee                    | Description                           | GL Account | Amount |
|--------------|-----------|------------------|---------------|-------------|--------------------------|---------------------------------------|------------|--------|
| Total 3242:  |           |                  |               |             |                          |                                       |            |        |
| 3243         | 01/13     | 01/31/2013       | 2080          | 14408495    | GLOBALSTAR               | Sat Phone                             | 0540562050 | 54.86  |
| Total 3243:  |           |                  |               |             |                          |                                       |            |        |
| 3244         | 01/13     | 01/31/2013       | 2130          | 1631        | Gorge Security Shred     | Shredding                             | 0140162110 | 13.65  |
| 3244         | 01/13     | 01/31/2013       | 2130          | 1631        | Gorge Security Shred     | Shredding                             | 0542162110 | .81    |
| 3244         | 01/13     | 01/31/2013       | 2130          | 1631        | Gorge Security Shred     | Shredding                             | 2142162110 | 3.21   |
| 3244         | 01/13     | 01/31/2013       | 2130          | 1631        | Gorge Security Shred     | Shredding                             | 3142162110 | 3.75   |
| 3244         | 01/13     | 01/31/2013       | 2130          | 1631        | Gorge Security Shred     | Shredding                             | 4142162110 | .43    |
| 3244         | 01/13     | 01/31/2013       | 2130          | 1631        | Gorge Security Shred     | Shredding                             | 5142162110 | 28.15  |
| Total 3244:  |           |                  |               |             |                          |                                       |            |        |
| 3245         | 01/13     | 01/31/2013       | 6819          | 49829592    | GovConnection            | Window 7 Pro Operating System 8 Licen | 0140162081 | 50.00  |
| 3245         | 01/13     | 01/31/2013       | 6819          | 49829592    | GovConnection            |                                       | 2142162081 | 766.68 |
| 3245         | 01/13     | 01/31/2013       | 6819          | 49829592    | GovConnection            |                                       | 3142162081 | 63.89  |
| 3245         | 01/13     | 01/31/2013       | 6819          | 49829592    | GovConnection            |                                       | 5142162081 | 127.78 |
| Total 3245:  |           |                  |               |             |                          |                                       |            |        |
| 3246         | 01/13     | 01/31/2013       | 2420          | DL1706-1707 | HOOD RIVER CO. - FINANCE | Dog License                           | 0121011    | 50.00  |
| 3246         | 01/13     | 01/31/2013       | 2420          | DL1706-1707 | HOOD RIVER CO. - FINANCE | Dog License                           | 0130143280 | 1.00-  |
| Total 3246:  |           |                  |               |             |                          |                                       |            |        |
| 3247         | 01/13     | 01/31/2013       | 3160          | 012913      | MARIANNE BUMP/PETTY CASH | Reimburse Petty Cash                  | 0140162010 | 28.97  |
| 3247         | 01/13     | 01/31/2013       | 3160          | 012913      | MARIANNE BUMP/PETTY CASH | Reimburse Petty Cash                  | 0140162010 | 10.73  |
| 3247         | 01/13     | 01/31/2013       | 3160          | 012913      | MARIANNE BUMP/PETTY CASH | Reimburse Petty Cash                  | 0140262010 | 1.52   |
| 3247         | 01/13     | 01/31/2013       | 3160          | 012913      | MARIANNE BUMP/PETTY CASH | Reimburse Petty Cash                  | 0140462540 | 14.99  |
| 3247         | 01/13     | 01/31/2013       | 3160          | 012913      | MARIANNE BUMP/PETTY CASH | Reimburse Petty Cash                  | 0542162010 | .20    |
| 3247         | 01/13     | 01/31/2013       | 3160          | 012913      | MARIANNE BUMP/PETTY CASH | Reimburse Petty Cash                  | 2142162010 | 4.30   |
| 3247         | 01/13     | 01/31/2013       | 3160          | 012913      | MARIANNE BUMP/PETTY CASH | Reimburse Petty Cash                  | 3142162010 | 4.26   |
| 3247         | 01/13     | 01/31/2013       | 3160          | 012913      | MARIANNE BUMP/PETTY CASH | Reimburse Petty Cash                  | 4142162010 | 1.27   |
| 3247         | 01/13     | 01/31/2013       | 3160          | 012913      | MARIANNE BUMP/PETTY CASH | Reimburse Petty Cash                  | 5142162010 | 18.68  |
| Total 3247:  |           |                  |               |             |                          |                                       |            |        |
|              |           |                  |               |             |                          |                                       |            | 84.92  |

Check Issue Dates: 1/31/2013 - 1/31/2013

Jan 31, 2013 10:39AM

| Check Number         | GL Period | Check Issue Date | Vendor Number | Invoice No. | Payee                        | Description               | GL Account | Amount   |
|----------------------|-----------|------------------|---------------|-------------|------------------------------|---------------------------|------------|----------|
| 3248                 | 01/13     | 01/31/2013       | 3590          | 012113      | MR. B'S SMALL ENGINE REPAIR  | Chains/Bar                | 5140562110 | 78.00    |
| Total 3248: 78.00    |           |                  |               |             |                              |                           |            |          |
| 3249                 | 01/13     | 01/31/2013       | 3980          | 1039        | OCCMA                        | Zimmerman 2013 Membership | 0140162030 | 36.86    |
| 3249                 | 01/13     | 01/31/2013       | 3980          | 1039        | OCCMA                        | Zimmerman 2013 Membership | 0140262030 | 34.43    |
| 3249                 | 01/13     | 01/31/2013       | 3980          | 1039        | OCCMA                        | Zimmerman 2013 Membership | 2142162030 | 9.89     |
| 3249                 | 01/13     | 01/31/2013       | 3980          | 1039        | OCCMA                        | Zimmerman 2013 Membership | 3142162030 | 8.62     |
| 3249                 | 01/13     | 01/31/2013       | 3980          | 1039        | OCCMA                        | Zimmerman 2013 Membership | 4142162030 | 3.70     |
| 3249                 | 01/13     | 01/31/2013       | 3980          | 1039        | OCCMA                        | Zimmerman 2013 Membership | 5142162030 | 28.19    |
| Total 3249: 121.69   |           |                  |               |             |                              |                           |            |          |
| 3250                 | 01/13     | 01/31/2013       | 4020          | ME110367    | ODOT-FUEL SALES              | Fuel                      | 0140162020 | 10.07    |
| 3250                 | 01/13     | 01/31/2013       | 4020          | ME110367    | ODOT-FUEL SALES              | Fuel                      | 0140462530 | 83.14    |
| 3250                 | 01/13     | 01/31/2013       | 4020          | ME110367    | ODOT-FUEL SALES              | Fuel                      | 0540562420 | 730.93   |
| 3250                 | 01/13     | 01/31/2013       | 4020          | ME110367    | ODOT-FUEL SALES              | Fuel                      | 2140562530 | 111.81   |
| 3250                 | 01/13     | 01/31/2013       | 4020          | ME110367    | ODOT-FUEL SALES              | Fuel                      | 2142162020 | 2.95     |
| 3250                 | 01/13     | 01/31/2013       | 4020          | ME110367    | ODOT-FUEL SALES              | Fuel                      | 3140562530 | 101.01   |
| 3250                 | 01/13     | 01/31/2013       | 4020          | ME110367    | ODOT-FUEL SALES              | Fuel                      | 3142162020 | 2.09     |
| 3250                 | 01/13     | 01/31/2013       | 4020          | ME110367    | ODOT-FUEL SALES              | Fuel                      | 4142162020 | .29      |
| 3250                 | 01/13     | 01/31/2013       | 4020          | ME110367    | ODOT-FUEL SALES              | Fuel                      | 5140562200 | 530.93   |
| 3250                 | 01/13     | 01/31/2013       | 4020          | ME110367    | ODOT-FUEL SALES              | Fuel                      | 5140662200 | 530.92   |
| 3250                 | 01/13     | 01/31/2013       | 4020          | ME110367    | ODOT-FUEL SALES              | Fuel                      | 5142162020 | 8.62     |
| Total 3250: 2,112.76 |           |                  |               |             |                              |                           |            |          |
| 3251                 | 01/13     | 01/31/2013       | 4090          | 55769       | OPERATIONS MANAGEMENT INTERN | February Services         | 3140562700 | 7,106.25 |
| Total 3251: 7,106.25 |           |                  |               |             |                              |                           |            |          |
| 3252                 | 01/13     | 01/31/2013       | 4530          | 4569465     | PAPE MACHINERY               | Bobcat work               | 0340562441 | 236.77   |
| 3252                 | 01/13     | 01/31/2013       | 4530          | 4569465     | PAPE MACHINERY               | Bobcat work               | 2140562441 | 236.77   |
| 3252                 | 01/13     | 01/31/2013       | 4530          | 6982907     | PAPE MACHINERY               | Misc Parts                | 0140462441 | 20.45    |
| 3252                 | 01/13     | 01/31/2013       | 4530          | 6983039     | PAPE MACHINERY               | Bobcat parts              | 0140462441 | 286.79   |
| 3252                 | 01/13     | 01/31/2013       | 4530          | 6983039     | PAPE MACHINERY               | Bobcat parts              | 0340562441 | 286.79   |
| 3252                 | 01/13     | 01/31/2013       | 4530          | 6983039     | PAPE MACHINERY               | Bobcat parts              | 5140562201 | 286.80   |
| 3252                 | 01/13     | 01/31/2013       | 4530          | 6983039     | PAPE MACHINERY               | Bobcat parts              | 5140662201 | 286.80   |
| 3252                 | 01/13     | 01/31/2013       | 4530          | 6983045     | PAPE MACHINERY               | Bobcat parts key          | 0340562441 | 9.66     |

| Check Number | GL Period | Check Issue Date | Vendor Number | Invoice No.  | Payee                   | Description          | GL Account | Amount |
|--------------|-----------|------------------|---------------|--------------|-------------------------|----------------------|------------|--------|
| Total 3252:  |           |                  |               |              |                         |                      |            |        |
| 3253         | 01/13     | 01/31/2013       | 4630          | 630692       | PITNEY BOWES - SUPPLIES | Meter Ink            | 0140162010 | 16.04  |
| 3253         | 01/13     | 01/31/2013       | 4630          | 630692       | PITNEY BOWES - SUPPLIES | Meter Ink            | 0140262010 | 2.26   |
| 3253         | 01/13     | 01/31/2013       | 4630          | 630692       | PITNEY BOWES - SUPPLIES | Meter Ink            | 0542162010 | .31    |
| 3253         | 01/13     | 01/31/2013       | 4630          | 630692       | PITNEY BOWES - SUPPLIES | Meter Ink            | 2142162010 | 6.42   |
| 3253         | 01/13     | 01/31/2013       | 4630          | 630692       | PITNEY BOWES - SUPPLIES | Meter Ink            | 3142162010 | 6.36   |
| 3253         | 01/13     | 01/31/2013       | 4630          | 630692       | PITNEY BOWES - SUPPLIES | Meter Ink            | 4142162010 | 1.90   |
| 3253         | 01/13     | 01/31/2013       | 4630          | 630692       | PITNEY BOWES - SUPPLIES | Meter Ink            | 5142162010 | 27.90  |
| Total 3253:  |           |                  |               |              |                         |                      |            |        |
| 3254         | 01/13     | 01/31/2013       | 4640          | 8-9-833-4223 | PITNEY BOWES INC        | Postage              | 0140162055 | 60.00  |
| 3254         | 01/13     | 01/31/2013       | 4640          | 8-9-833-4223 | PITNEY BOWES INC        | Postage              | 0140262055 | 19.00  |
| 3254         | 01/13     | 01/31/2013       | 4640          | 8-9-833-4223 | PITNEY BOWES INC        | Postage              | 0542162055 | 7.00   |
| 3254         | 01/13     | 01/31/2013       | 4640          | 8-9-833-4223 | PITNEY BOWES INC        | Postage              | 2142162055 | 38.00  |
| 3254         | 01/13     | 01/31/2013       | 4640          | 8-9-833-4223 | PITNEY BOWES INC        | Postage              | 3142162055 | 32.00  |
| 3254         | 01/13     | 01/31/2013       | 4640          | 8-9-833-4223 | PITNEY BOWES INC        | Postage              | 4142162055 | 5.00   |
| 3254         | 01/13     | 01/31/2013       | 4640          | 8-9-833-4223 | PITNEY BOWES INC        | Postage              | 5142162055 | 89.00  |
| Total 3254:  |           |                  |               |              |                         |                      |            |        |
| 3255         | 01/13     | 01/31/2013       | 4650          | 3149179      | PLATT ELECTRIC SUPPLY   | 4AA luxeon white LED | 0540562440 | 115.84 |
| 3255         | 01/13     | 01/31/2013       | 4650          | 3149260      | PLATT ELECTRIC SUPPLY   | 4AA luxeon white LED | 0540562440 | 29.00  |
| Total 3255:  |           |                  |               |              |                         |                      |            |        |
| 3256         | 01/13     | 01/31/2013       | 4810          | 6205         | PRINT IT                | Business cards       | 0140162010 | 20.43  |
| 3256         | 01/13     | 01/31/2013       | 4810          | 6205         | PRINT IT                | Business cards       | 0140262010 | 2.89   |
| 3256         | 01/13     | 01/31/2013       | 4810          | 6205         | PRINT IT                | Business cards       | 0542162010 | .39    |
| 3256         | 01/13     | 01/31/2013       | 4810          | 6205         | PRINT IT                | Business cards       | 2142162010 | 8.19   |
| 3256         | 01/13     | 01/31/2013       | 4810          | 6205         | PRINT IT                | Business cards       | 3142162010 | 8.11   |
| 3256         | 01/13     | 01/31/2013       | 4810          | 6205         | PRINT IT                | Business cards       | 4142162010 | 2.42   |
| 3256         | 01/13     | 01/31/2013       | 4810          | 6205         | PRINT IT                | Business cards       | 5142162010 | 35.57  |
| 3256         | 01/13     | 01/31/2013       | 4810          | 6218         | PRINT IT                | Name Plates          | 0140162010 | 2.62   |
| 3256         | 01/13     | 01/31/2013       | 4810          | 6218         | PRINT IT                | Name Plates          | 0140262010 | .37    |
| 3256         | 01/13     | 01/31/2013       | 4810          | 6218         | PRINT IT                | Name Plates          | 0542162010 | .05    |
| 3256         | 01/13     | 01/31/2013       | 4810          | 6218         | PRINT IT                | Name Plates          | 2142162010 | 1.05   |
| 3256         | 01/13     | 01/31/2013       | 4810          | 6218         | PRINT IT                | Name Plates          | 3142162010 | 1.04   |

| Check Number | GL Period | Check Issue Date | Vendor Number | Invoice No. | Payee                        | Description                 | GL Account | Amount |
|--------------|-----------|------------------|---------------|-------------|------------------------------|-----------------------------|------------|--------|
| 3256         | 01/13     | 01/31/2013       | 4810          | 6218        | PRINT IT                     | Name Plates                 | 4142162010 | .31    |
| 3256         | 01/13     | 01/31/2013       | 4810          | 6218        | PRINT IT                     | Name Plates                 | 5142162010 | 4.56   |
| Total 3256:  |           |                  |               |             |                              |                             |            | 88.00  |
| 3257         | 01/13     | 01/31/2013       | 5510          | 8024293556  | STAPLES CONTRACT & COMMERCIA | Office Supplies             | 0140162010 | 29.74  |
| 3257         | 01/13     | 01/31/2013       | 5510          | 8024293556  | STAPLES CONTRACT & COMMERCIA | Office Supplies             | 0140262010 | 3.76   |
| 3257         | 01/13     | 01/31/2013       | 5510          | 8024293556  | STAPLES CONTRACT & COMMERCIA | Office Supplies             | 0540562010 | 28.50  |
| 3257         | 01/13     | 01/31/2013       | 5510          | 8024293556  | STAPLES CONTRACT & COMMERCIA | Office Supplies             | 2142162010 | 10.85  |
| 3257         | 01/13     | 01/31/2013       | 5510          | 8024293556  | STAPLES CONTRACT & COMMERCIA | Office Supplies             | 3142162010 | 9.71   |
| 3257         | 01/13     | 01/31/2013       | 5510          | 8024293556  | STAPLES CONTRACT & COMMERCIA | Office Supplies             | 4142162010 | 3.24   |
| 3257         | 01/13     | 01/31/2013       | 5510          | 8024369038  | STAPLES CONTRACT & COMMERCIA | Office Supplies             | 5142162010 | 47.06  |
| 3257         | 01/13     | 01/31/2013       | 5510          | 8024369038  | STAPLES CONTRACT & COMMERCIA | Office Supplies             | 0140162010 | 53.79  |
| 3257         | 01/13     | 01/31/2013       | 5510          | 8024369038  | STAPLES CONTRACT & COMMERCIA | Office Supplies             | 0140262010 | 6.79   |
| 3257         | 01/13     | 01/31/2013       | 5510          | 8024369038  | STAPLES CONTRACT & COMMERCIA | Office Supplies             | 2142162010 | 19.63  |
| 3257         | 01/13     | 01/31/2013       | 5510          | 8024369038  | STAPLES CONTRACT & COMMERCIA | Office Supplies             | 3142162010 | 17.55  |
| 3257         | 01/13     | 01/31/2013       | 5510          | 8024369038  | STAPLES CONTRACT & COMMERCIA | Office Supplies             | 4142162010 | 5.85   |
| 3257         | 01/13     | 01/31/2013       | 5510          | 8024369038  | STAPLES CONTRACT & COMMERCIA | Office Supplies             | 5142162010 | 85.11  |
| Total 3257:  |           |                  |               |             |                              |                             |            | 321.58 |
| 3258         | 01/13     | 01/31/2013       | 5810          | 103464      | THE STEEL YARD, INC          | 1-1/4"x1-1/4"x1/8" Angle    | 5140562810 | 32.20  |
| Total 3258:  |           |                  |               |             |                              |                             |            | 32.20  |
| 3259         | 01/13     | 01/31/2013       | 5880          | 70434       | TLC TOWING                   | Tow Command Vehicle to shop | 0540562441 | 241.19 |
| Total 3259:  |           |                  |               |             |                              |                             |            | 241.19 |
| 3260         | 01/13     | 01/31/2013       | 6040          | 1301-120996 | TUM-A-LUM LUMBER COMPANY     | Ceiling Panels              | 0140462520 | 73.97  |
| Total 3260:  |           |                  |               |             |                              |                             |            | 73.97  |
| 3261         | 01/13     | 01/31/2013       | 6070          | 228564      | TWGW, INC NAPA AUTO PARTS    | mirror                      | 0340562441 | 10.99  |
| 3261         | 01/13     | 01/31/2013       | 6070          | 834517      | TWGW, INC NAPA AUTO PARTS    | Fuse Kit                    | 5140562201 | 4.67   |
| 3261         | 01/13     | 01/31/2013       | 6070          | 836453      | TWGW, INC NAPA AUTO PARTS    | Brake Hose, fluid           | 0340562441 | 38.48  |
| 3261         | 01/13     | 01/31/2013       | 6070          | 836868      | TWGW, INC NAPA AUTO PARTS    | hydraulic fluid             | 0340562441 | 117.20 |
| 3261         | 01/13     | 01/31/2013       | 6070          | 836868      | TWGW, INC NAPA AUTO PARTS    | hydraulic fluid             | 5140562201 | 117.20 |
| 3261         | 01/13     | 01/31/2013       | 6070          | 836901      | TWGW, INC NAPA AUTO PARTS    | lamp, oil, tools            | 0540562441 | 50.78  |
| 3261         | 01/13     | 01/31/2013       | 6070          | 836930      | TWGW, INC NAPA AUTO PARTS    | de icer                     | 5140662201 | 13.32  |

| Check Number   | GL Period | Check Issue Date | Vendor Number | Invoice No. | Payee                           | Description         | GL Account | Amount    |
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| 3261           | 01/13     | 01/31/2013       | 6070          | 837735      | TWGW, INC NAPA AUTO PARTS       | wiper blades/washer | 5140562201 | 28.57     |
| 3261           | 01/13     | 01/31/2013       | 6070          | 837736      | TWGW, INC NAPA AUTO PARTS       | Blades              | 5140662201 | 6.00      |
| 3261           | 01/13     | 01/31/2013       | 6070          | 838522      | TWGW, INC NAPA AUTO PARTS       | Pullies             | 2140562441 | 22.53     |
| 3261           | 01/13     | 01/31/2013       | 6070          | 838522      | TWGW, INC NAPA AUTO PARTS       | Pullies             | 3140562441 | 22.53     |
| Total 3261:    |           |                  |               |             |                                 |                     |            | 432.27    |
| 3262           | 01/13     | 01/31/2013       | 6110          | 1/13 UBS    | U.S. POSTAL SERVICE             | UB Postage          | 0542162055 | 3.00      |
| 3262           | 01/13     | 01/31/2013       | 6110          | 1/13 UBS    | U.S. POSTAL SERVICE             | UB Postage          | 2142162055 | 26.00     |
| 3262           | 01/13     | 01/31/2013       | 6110          | 1/13 UBS    | U.S. POSTAL SERVICE             | UB Postage          | 3142162055 | 42.00     |
| 3262           | 01/13     | 01/31/2013       | 6110          | 1/13 UBS    | U.S. POSTAL SERVICE             | UB Postage          | 4142162055 | 16.00     |
| 3262           | 01/13     | 01/31/2013       | 6110          | 1/13 UBS    | U.S. POSTAL SERVICE             | UB Postage          | 5142162055 | 173.23    |
| Total 3262:    |           |                  |               |             |                                 |                     |            | 260.23    |
| 3263           | 01/13     | 01/31/2013       | 6350          | 0223832-IN  | WAGNER-SMITH EQUIPMENT          | Self Locking Block  | 5140563690 | 26.31     |
| 3263           | 01/13     | 01/31/2013       | 6350          | 0223832-IN  | WAGNER-SMITH EQUIPMENT          | Self Locking Block  | 5140663690 | 26.30     |
| 3263           | 01/13     | 01/31/2013       | 6350          | 02247828-IN | WAGNER-SMITH EQUIPMENT          | Safety Equip        | 5140563690 | 164.50    |
| 3263           | 01/13     | 01/31/2013       | 6350          | 02247828-IN | WAGNER-SMITH EQUIPMENT          | Safety Equip        | 5140663690 | 164.50    |
| Total 3263:    |           |                  |               |             |                                 |                     |            | 381.61    |
| 3264           | 01/13     | 01/31/2013       | 2970          | 13113       | Koch Consulting, INC.           | Interim CA Services | 0140162093 | 404.75    |
| 3264           | 01/13     | 01/31/2013       | 2970          | 13113       | Koch Consulting, INC.           | Interim CA Services | 0140262093 | 125.00    |
| 3264           | 01/13     | 01/31/2013       | 2970          | 13113       | Koch Consulting, INC.           | Interim CA Services | 0340562093 | 125.00    |
| 3264           | 01/13     | 01/31/2013       | 2970          | 13113       | Koch Consulting, INC.           | Interim CA Services | 0542162093 | 117.50    |
| 3264           | 01/13     | 01/31/2013       | 2970          | 13113       | Koch Consulting, INC.           | Interim CA Services | 2142162093 | 299.00    |
| 3264           | 01/13     | 01/31/2013       | 2970          | 13113       | Koch Consulting, INC.           | Interim CA Services | 3142162093 | 299.75    |
| 3264           | 01/13     | 01/31/2013       | 2970          | 13113       | Koch Consulting, INC.           | Interim CA Services | 4142162093 | 207.00    |
| 3264           | 01/13     | 01/31/2013       | 2970          | 13113       | Koch Consulting, INC.           | Interim CA Services | 5142162093 | 922.00    |
| Total 3264:    |           |                  |               |             |                                 |                     |            | 2,500.00  |
| 1311301        | 01/13     | 01/31/2013       | 3650          | 12120198    | NATIONAL CABLE TELEVISION COOP. | Programming         | 4140562740 | 4,194.65  |
| Total 1311301: |           |                  |               |             |                                 |                     |            | 4,194.65  |
| 1311302        | 01/13     | 01/31/2013       | 440           | DEC12-PWR   | BPA                             | Power Bill          | 5140562820 | 47,702.00 |
| 1311302        | 01/13     | 01/31/2013       | 440           | DEC12-PWR   | BPA                             | Power Bill          | 5140662820 | 8,459.00  |

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| Total 1311302: |           |                  |               |             |             |                   |            |            |
| 1311303        | 01/13     | 01/31/2013       | 440           | DEC12-TRN   | BPA         | Transmission Bill | 5140562821 | 9,741.00 M |
| 1311303        | 01/13     | 01/31/2013       | 440           | DEC12-TRN   | BPA         | Transmission Bill | 5140562821 | 1,728.00 M |
| Total 1311303: |           |                  |               |             |             |                   |            |            |
| 1311304        | 01/13     | 01/31/2013       | 6090          | 1/13 VISAS  | U S BANK CC | January/Visas     | 0140162010 | 157.39 M   |
| 1311304        | 01/13     | 01/31/2013       | 6090          | 1/13 VISAS  | U S BANK CC | January/Visas     | 0140162055 | 28.26 M    |
| 1311304        | 01/13     | 01/31/2013       | 6090          | 1/13 VISAS  | U S BANK CC | January/Visas     | 0140162081 | 210.36 M   |
| 1311304        | 01/13     | 01/31/2013       | 6090          | 1/13 VISAS  | U S BANK CC | January/Visas     | 0140262010 | 8.10 M     |
| 1311304        | 01/13     | 01/31/2013       | 6090          | 1/13 VISAS  | U S BANK CC | January/Visas     | 0540562050 | 30.00 M    |
| 1311304        | 01/13     | 01/31/2013       | 6090          | 1/13 VISAS  | U S BANK CC | January/Visas     | 0540562350 | 29.49 M    |
| 1311304        | 01/13     | 01/31/2013       | 6090          | 1/13 VISAS  | U S BANK CC | January/Visas     | 0542162010 | 1.09 M     |
| 1311304        | 01/13     | 01/31/2013       | 6090          | 1/13 VISAS  | U S BANK CC | January/Visas     | 2142162010 | 22.99 M    |
| 1311304        | 01/13     | 01/31/2013       | 6090          | 1/13 VISAS  | U S BANK CC | January/Visas     | 2142162081 | 191.34 M   |
| 1311304        | 01/13     | 01/31/2013       | 6090          | 1/13 VISAS  | U S BANK CC | January/Visas     | 3140562560 | 94.95 M    |
| 1311304        | 01/13     | 01/31/2013       | 6090          | 1/13 VISAS  | U S BANK CC | January/Visas     | 3142162010 | 22.77 M    |
| 1311304        | 01/13     | 01/31/2013       | 6090          | 1/13 VISAS  | U S BANK CC | January/Visas     | 3142162081 | 118.39 M   |
| 1311304        | 01/13     | 01/31/2013       | 6090          | 1/13 VISAS  | U S BANK CC | January/Visas     | 4142162010 | 6.79 M     |
| 1311304        | 01/13     | 01/31/2013       | 6090          | 1/13 VISAS  | U S BANK CC | January/Visas     | 5140562770 | 34.88 M    |
| 1311304        | 01/13     | 01/31/2013       | 6090          | 1/13 VISAS  | U S BANK CC | January/Visas     | 5140562770 | 26.45 M    |
| 1311304        | 01/13     | 01/31/2013       | 6090          | 1/13 VISAS  | U S BANK CC | January/Visas     | 5140662770 | 21.20 M    |
| 1311304        | 01/13     | 01/31/2013       | 6090          | 1/13 VISAS  | U S BANK CC | January/Visas     | 5142162010 | 99.86 M    |
| 1311304        | 01/13     | 01/31/2013       | 6090          | 1/13 VISAS  | U S BANK CC | January/Visas     | 5142162081 | 506.34 M   |
| 1311304        | 01/13     | 01/31/2013       | 6090          | 1/13 VISAS  | U S BANK CC | January/Visas     | 5640563941 | 3,476.90 M |
| Total 1311304: |           |                  |               |             |             |                   |            |            |
| 1311305        | 01/13     | 01/31/2013       | 6090          | 12/12 VISAS | U S BANK CC | December/Visas    | 0340562560 | 65.98 M    |
| 1311305        | 01/13     | 01/31/2013       | 6090          | 12/12 VISAS | U S BANK CC | December/Visas    | 0540562050 | 30.00 M    |
| 1311305        | 01/13     | 01/31/2013       | 6090          | 12/12 VISAS | U S BANK CC | December/Visas    | 5140562201 | 140.28 M   |
| 1311305        | 01/13     | 01/31/2013       | 6090          | 12/12 VISAS | U S BANK CC | December/Visas    | 5140562770 | 42.00 M    |
| 1311305        | 01/13     | 01/31/2013       | 6090          | 12/12 VISAS | U S BANK CC | December/Visas    | 5140563770 | 98.10 M    |
| 1311305        | 01/13     | 01/31/2013       | 6090          | 12/12 VISAS | U S BANK CC | December/Visas    | 5140662201 | 140.27 M   |
| 1311305        | 01/13     | 01/31/2013       | 6090          | 12/12 VISAS | U S BANK CC | December/Visas    | 5640563941 | 817.98 M   |

| Check Number   | GL Period | Check Issue Date | Vendor Number | Invoice No. | Payee    | Description | GL Account | Amount     |
|----------------|-----------|------------------|---------------|-------------|----------|-------------|------------|------------|
| Total 1311305: |           |                  |               |             |          |             |            |            |
| 1311306        | 01/13     | 01/31/2013       | 6080          | 1536020610  | U S BANK | Bank Fees   | 0140162110 | 56.41 M    |
| 1311306        | 01/13     | 01/31/2013       | 6080          | 1536020610  | U S BANK | Bank Fees   | 0542162110 | 3.33 M     |
| 1311306        | 01/13     | 01/31/2013       | 6080          | 1536020610  | U S BANK | Bank Fees   | 2142162110 | 13.25 M    |
| 1311306        | 01/13     | 01/31/2013       | 6080          | 1536020610  | U S BANK | Bank Fees   | 3142162110 | 15.48 M    |
| 1311306        | 01/13     | 01/31/2013       | 6080          | 1536020610  | U S BANK | Bank Fees   | 4142162110 | 1.78 M     |
| 1311306        | 01/13     | 01/31/2013       | 6080          | 1536020610  | U S BANK | Bank Fees   | 5142162110 | 116.44 M   |
| Total 1311306: |           |                  |               |             |          |             |            |            |
|                |           |                  |               |             |          |             |            | 206.69     |
| Grand Totals:  |           |                  |               |             |          |             |            |            |
|                |           |                  |               |             |          |             |            | 100,851.88 |

Report Criteria:  
Report type: GL detail

| Check Number | GL Period | Check Issue Date | Vendor Number | Invoice No. | Payee                            | Description                 | GL Account | Amount   |
|--------------|-----------|------------------|---------------|-------------|----------------------------------|-----------------------------|------------|----------|
| 3184         | 01/13     | 01/15/2013       | 20            | 16253       | ADDYLAB                          | Water Sample Testing        | 2140562150 | 210.00   |
| Total 3184:  |           |                  |               |             |                                  |                             |            |          |
| 3185         | 01/13     | 01/15/2013       | 40            | 9906863871  | AIRGAS                           | Cylinder Rental             | 0540562351 | 17.64    |
| Total 3185:  |           |                  |               |             |                                  |                             |            |          |
| 3186         | 01/13     | 01/15/2013       | 6820          | 51536       | Anderson Perry & Associates Inc. | Wastewater Facilities Plan  | 3140562152 | 1,000.00 |
| Total 3186:  |           |                  |               |             |                                  |                             |            |          |
| 3187         | 01/13     | 01/15/2013       | 180           | 123112      | ASIFLEX                          | Admin Fees                  | 5140562110 | 3.75     |
| Total 3187:  |           |                  |               |             |                                  |                             |            |          |
| 3188         | 01/13     | 01/15/2013       | 220           | 32173       | AVENIET WEB SOLUTIONS            | Annual Service Package 2013 | 0140162082 | 54.00    |
| 3188         | 01/13     | 01/15/2013       | 220           | 32173       | AVENIET WEB SOLUTIONS            | Annual Service Package 2013 | 0340562082 | 14.00    |
| 3188         | 01/13     | 01/15/2013       | 220           | 32173       | AVENIET WEB SOLUTIONS            | Annual Service Package 2013 | 0540562082 | 12.00    |
| 3188         | 01/13     | 01/15/2013       | 220           | 32173       | AVENIET WEB SOLUTIONS            | Annual Service Package 2013 | 2140562082 | 98.00    |
| 3188         | 01/13     | 01/15/2013       | 220           | 32173       | AVENIET WEB SOLUTIONS            | Annual Service Package 2013 | 3140562082 | 87.00    |
| 3188         | 01/13     | 01/15/2013       | 220           | 32173       | AVENIET WEB SOLUTIONS            | Annual Service Package 2013 | 4140562082 | 24.00    |
| 3188         | 01/13     | 01/15/2013       | 220           | 32173       | AVENIET WEB SOLUTIONS            | Annual Service Package 2013 | 4140662082 | 14.00    |
| 3188         | 01/13     | 01/15/2013       | 220           | 32173       | AVENIET WEB SOLUTIONS            | Annual Service Package 2013 | 5140562082 | 170.00   |
| 3188         | 01/13     | 01/15/2013       | 220           | 32173       | AVENIET WEB SOLUTIONS            | Annual Service Package 2013 | 5140662082 | 27.00    |
| Total 3188:  |           |                  |               |             |                                  |                             |            |          |
| 3189         | 01/13     | 01/15/2013       | 310           | 466-1041    | Belo Management Services Inc.    | Programming                 | 4140562740 | 500.00   |
| Total 3189:  |           |                  |               |             |                                  |                             |            |          |
| 3190         | 01/13     | 01/15/2013       | 460           | 4687        | BROWN & KY SAR, INC              | Cost of Service Analysis    | 5140562190 | 500.00   |
| 3190         | 01/13     | 01/15/2013       | 460           | 4687        | BROWN & KY SAR, INC              | Cost of Service Analysis    | 5140662190 | 500.00   |
| 3190         | 01/13     | 01/15/2013       | 460           | 4705        | BROWN & KY SAR, INC              | 911 Antenna Structure       | 5140562190 | 35.00    |
| 3190         | 01/13     | 01/15/2013       | 460           | 4706        | BROWN & KY SAR, INC              | General Consulting          | 5140562190 | 35.00    |

| Check Number | GL Period | Check Issue Date | Vendor Number | Invoice No. | Payee                          | Description                    | GL Account | Amount   |
|--------------|-----------|------------------|---------------|-------------|--------------------------------|--------------------------------|------------|----------|
| Total 3190:  |           |                  |               |             |                                |                                |            |          |
| 3191         | 01/13     | 01/15/2013       | 670           | 1/13 UBS    | CASCADE LOCKS LIGHT CO.        | City Utilities                 | 0140162551 | 133.48   |
| 3191         | 01/13     | 01/15/2013       | 670           | 1/13 UBS    | CASCADE LOCKS LIGHT CO.        | City Utilities                 | 0140462551 | 961.07   |
| 3191         | 01/13     | 01/15/2013       | 670           | 1/13 UBS    | CASCADE LOCKS LIGHT CO.        | City Utilities                 | 0540562439 | 709.41   |
| 3191         | 01/13     | 01/15/2013       | 670           | 1/13 UBS    | CASCADE LOCKS LIGHT CO.        | City Utilities                 | 0840562071 | 28.80    |
| 3191         | 01/13     | 01/15/2013       | 670           | 1/13 UBS    | CASCADE LOCKS LIGHT CO.        | City Utilities                 | 1740562551 | 21.30    |
| 3191         | 01/13     | 01/15/2013       | 670           | 1/13 UBS    | CASCADE LOCKS LIGHT CO.        | City Utilities                 | 2140562070 | 1,107.86 |
| 3191         | 01/13     | 01/15/2013       | 670           | 1/13 UBS    | CASCADE LOCKS LIGHT CO.        | City Utilities                 | 2142162071 | 239.78   |
| 3191         | 01/13     | 01/15/2013       | 670           | 1/13 UBS    | CASCADE LOCKS LIGHT CO.        | City Utilities                 | 3140562070 | 2,263.31 |
| 3191         | 01/13     | 01/15/2013       | 670           | 1/13 UBS    | CASCADE LOCKS LIGHT CO.        | City Utilities                 | 4142162071 | 373.21   |
| 3191         | 01/13     | 01/15/2013       | 670           | 1/13 UBS    | CASCADE LOCKS LIGHT CO.        | City Utilities                 | 5140562800 | 21.30    |
| 3191         | 01/13     | 01/15/2013       | 670           | 1/13 UBS    | CASCADE LOCKS LIGHT CO.        | City Utilities                 | 5142162071 | 359.68   |
| 3191         | 01/13     | 01/15/2013       | 670           | SSS 1/13    | CASCADE LOCKS LIGHT CO.        | Senior Sewer Subsidy           | 0140882025 | 204.30   |
| Total 3191:  |           |                  |               |             |                                |                                |            |          |
| 6,423.50     |           |                  |               |             |                                |                                |            |          |
| 3192         | 01/13     | 01/15/2013       | 740           | 46780       | CASELLE, INC.                  | February Support               | 0140162082 | 129.00   |
| 3192         | 01/13     | 01/15/2013       | 740           | 46780       | CASELLE, INC.                  | February Support               | 0340562082 | 32.00    |
| 3192         | 01/13     | 01/15/2013       | 740           | 46780       | CASELLE, INC.                  | February Support               | 0540562082 | 27.00    |
| 3192         | 01/13     | 01/15/2013       | 740           | 46780       | CASELLE, INC.                  | February Support               | 2140562082 | 231.00   |
| 3192         | 01/13     | 01/15/2013       | 740           | 46780       | CASELLE, INC.                  | February Support               | 3140562082 | 205.00   |
| 3192         | 01/13     | 01/15/2013       | 740           | 46780       | CASELLE, INC.                  | February Support               | 4140562082 | 59.00    |
| 3192         | 01/13     | 01/15/2013       | 740           | 46780       | CASELLE, INC.                  | February Support               | 4140662082 | 32.00    |
| 3192         | 01/13     | 01/15/2013       | 740           | 46780       | CASELLE, INC.                  | February Support               | 5140562082 | 404.00   |
| 3192         | 01/13     | 01/15/2013       | 740           | 46780       | CASELLE, INC.                  | February Support               | 5140662082 | 66.00    |
| Total 3192:  |           |                  |               |             |                                |                                |            |          |
| 1,185.00     |           |                  |               |             |                                |                                |            |          |
| 3193         | 01/13     | 01/15/2013       | 880           | 011413      | CITY COUNTY INSURANCE SERVICES | Annual Conference Registration | 0140162020 | 73.31    |
| 3193         | 01/13     | 01/15/2013       | 880           | 011413      | CITY COUNTY INSURANCE SERVICES | Annual Conference Registration | 2142162020 | 21.53    |
| 3193         | 01/13     | 01/15/2013       | 880           | 011413      | CITY COUNTY INSURANCE SERVICES | Annual Conference Registration | 3142162020 | 15.23    |
| 3193         | 01/13     | 01/15/2013       | 880           | 011413      | CITY COUNTY INSURANCE SERVICES | Annual Conference Registration | 4142162020 | 2.10     |
| 3193         | 01/13     | 01/15/2013       | 880           | 011413      | CITY COUNTY INSURANCE SERVICES | Annual Conference Registration | 5142162020 | 62.33    |
| Total 3193:  |           |                  |               |             |                                |                                |            |          |
| 175.00       |           |                  |               |             |                                |                                |            |          |
| 3194         | 01/13     | 01/15/2013       | 940           | 010713      | CITY OF SPRINGFIELD            | Ambulance Billing Service      | 0540562111 | 418.00   |

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|--------------|-----------|------------------|---------------|-------------|------------------------|------------------------------|------------|--------|
| Total 3194:  |           |                  |               |             |                        |                              |            |        |
| 3195         | 01/13     | 01/15/2013       | 1120          | A24163      | COLUMBIA HARDWARE, LLC | rain Bibs, wire connectors   | 5140562770 | 49.25  |
| 3195         | 01/13     | 01/15/2013       | 1120          | A24176      | COLUMBIA HARDWARE, LLC | Misc.                        | 5140562770 | 25.75  |
| 3195         | 01/13     | 01/15/2013       | 1120          | A24199      | COLUMBIA HARDWARE, LLC | Filter, Lag Bolt, Driver     | 5140562770 | 7.66   |
| 3195         | 01/13     | 01/15/2013       | 1120          | A24289      | COLUMBIA HARDWARE, LLC | wire                         | 5140562900 | 17.90  |
| 3195         | 01/13     | 01/15/2013       | 1120          | A24296      | COLUMBIA HARDWARE, LLC | fasteners                    | 5140562900 | 7.65   |
| 3195         | 01/13     | 01/15/2013       | 1120          | A24441      | COLUMBIA HARDWARE, LLC | Recip Blade less wire return | 5140562900 | 4.89   |
| 3195         | 01/13     | 01/15/2013       | 1120          | A25178      | COLUMBIA HARDWARE, LLC | Spray Adhesive               | 5140562900 | 8.25   |
| 3195         | 01/13     | 01/15/2013       | 1120          | B29660      | COLUMBIA HARDWARE, LLC | Bolts                        | 0140462520 | 13.00  |
| 3195         | 01/13     | 01/15/2013       | 1120          | B29814      | COLUMBIA HARDWARE, LLC | fasteners                    | 5140562770 | 1.78   |
| 3195         | 01/13     | 01/15/2013       | 1120          | B29916      | COLUMBIA HARDWARE, LLC | Velcro                       | 5140562900 | 3.99   |
| Total 3195:  |           |                  |               |             |                        |                              |            |        |
|              |           |                  |               |             |                        |                              |            | 140.12 |
| 3196         | 01/13     | 01/15/2013       | 1130          | 122012      | COLUMBIA MARKET (DBA)  | Purchases 1/17/12-1/12/12    | 0140162010 | 13.41  |
| 3196         | 01/13     | 01/15/2013       | 1130          | 122012      | COLUMBIA MARKET (DBA)  | Purchases 1/17/12-1/12/12    | 0140262010 | 1.89   |
| 3196         | 01/13     | 01/15/2013       | 1130          | 122012      | COLUMBIA MARKET (DBA)  | Purchases 1/17/12-1/12/12    | 0140462520 | 60.61  |
| 3196         | 01/13     | 01/15/2013       | 1130          | 122012      | COLUMBIA MARKET (DBA)  | Purchases 1/17/12-1/12/12    | 0542162010 | .26    |
| 3196         | 01/13     | 01/15/2013       | 1130          | 122012      | COLUMBIA MARKET (DBA)  | Purchases 1/17/12-1/12/12    | 2140562150 | 3.00   |
| 3196         | 01/13     | 01/15/2013       | 1130          | 122012      | COLUMBIA MARKET (DBA)  | Purchases 1/17/12-1/12/12    | 2140562560 | 59.32  |
| 3196         | 01/13     | 01/15/2013       | 1130          | 122012      | COLUMBIA MARKET (DBA)  | Purchases 1/17/12-1/12/12    | 2142162010 | 5.38   |
| 3196         | 01/13     | 01/15/2013       | 1130          | 122012      | COLUMBIA MARKET (DBA)  | Purchases 1/17/12-1/12/12    | 3140562560 | 11.39  |
| 3196         | 01/13     | 01/15/2013       | 1130          | 122012      | COLUMBIA MARKET (DBA)  | Purchases 1/17/12-1/12/12    | 3142162010 | 5.32   |
| 3196         | 01/13     | 01/15/2013       | 1130          | 122012      | COLUMBIA MARKET (DBA)  | Purchases 1/17/12-1/12/12    | 4142162010 | 1.59   |
| 3196         | 01/13     | 01/15/2013       | 1130          | 122012      | COLUMBIA MARKET (DBA)  | Purchases 1/17/12-1/12/12    | 5140562200 | 3.85   |
| 3196         | 01/13     | 01/15/2013       | 1130          | 122012      | COLUMBIA MARKET (DBA)  | Purchases 1/17/12-1/12/12    | 5140562201 | 27.29  |
| 3196         | 01/13     | 01/15/2013       | 1130          | 122012      | COLUMBIA MARKET (DBA)  | Purchases 1/17/12-1/12/12    | 5140562770 | 80.14  |
| 3196         | 01/13     | 01/15/2013       | 1130          | 122012      | COLUMBIA MARKET (DBA)  | Purchases 1/17/12-1/12/12    | 5140562900 | 12.00  |
| 3196         | 01/13     | 01/15/2013       | 1130          | 122012      | COLUMBIA MARKET (DBA)  | Purchases 1/17/12-1/12/12    | 5142162010 | 23.35  |
| Total 3196:  |           |                  |               |             |                        |                              |            |        |
|              |           |                  |               |             |                        |                              |            | 308.80 |
| 3197         | 01/13     | 01/15/2013       | 1360          | 129357      | DAVID R. CUNNINGHAM    | Modern/network outage        | 4140662570 | 270.00 |
| 3197         | 01/13     | 01/15/2013       | 1360          | 129417      | DAVID R. CUNNINGHAM    | Troubleshooting/repairs      | 0140162082 | 148.00 |
| 3197         | 01/13     | 01/15/2013       | 1360          | 129417      | DAVID R. CUNNINGHAM    | Troubleshooting/repairs      | 0140162110 | 60.00  |
| 3197         | 01/13     | 01/15/2013       | 1360          | 129417      | DAVID R. CUNNINGHAM    | Troubleshooting/repairs      | 0340562082 | 36.00  |
| 3197         | 01/13     | 01/15/2013       | 1360          | 129417      | DAVID R. CUNNINGHAM    | Troubleshooting/repairs      | 0540562082 | 31.00  |
| 3197         | 01/13     | 01/15/2013       | 1360          | 129417      | DAVID R. CUNNINGHAM    | Troubleshooting/repairs      | 2140562082 | 263.00 |

| Check Number | GL Period | Check Issue Date | Vendor Number | Invoice No. | Payee                          | Description                              | GL Account | Amount   |
|--------------|-----------|------------------|---------------|-------------|--------------------------------|--|------------|----------|
| 3197         | 01/13     | 01/15/2013       | 1360          | 129417      | DAVID R. CUNNINGHAM            | Troubleshooting/repairs                  | 3140562082 | 234.00   |
| 3197         | 01/13     | 01/15/2013       | 1360          | 129417      | DAVID R. CUNNINGHAM            | Troubleshooting/repairs                  | 4140562082 | 68.00    |
| 3197         | 01/13     | 01/15/2013       | 1360          | 129417      | DAVID R. CUNNINGHAM            | Troubleshooting/repairs                  | 4140562082 | 36.00    |
| 3197         | 01/13     | 01/15/2013       | 1360          | 129417      | DAVID R. CUNNINGHAM            | Troubleshooting/repairs                  | 5140562082 | 460.00   |
| 3197         | 01/13     | 01/15/2013       | 1360          | 129418      | DAVID R. CUNNINGHAM            | Troubleshooting/repairs                  | 5140562082 | 74.00    |
| 3197         | 01/13     | 01/15/2013       | 1360          | 129418      | DAVID R. CUNNINGHAM            | Modem/network outage                     | 4140562570 | 225.00   |
| 3197         | 01/13     | 01/15/2013       | 1360          | 129419      | DAVID R. CUNNINGHAM            | Firewall                                 | 0540562082 | 105.00   |
| Total 3197:  |           |                  |               |             |                                |  |            | 2,010.00 |
| 3198         | 01/13     | 01/15/2013       | 1390          | XJ2D2CW38   | DELL MARKETING L.P.            | Server for recording meetings and securi | 5640563941 | 1,464.99 |
| Total 3198:  |           |                  |               |             |                                |  |            | 1,464.99 |
| 3199         | 01/13     | 01/15/2013       | 1480          | WQ13DOM-0   | DEPT. OF ENVIRONMENTAL QUALITY | Annual Fee                               | 3140562860 | 2,075.00 |
| Total 3199:  |           |                  |               |             |                                |  |            | 2,075.00 |
| 3200         | 01/13     | 01/15/2013       | 1620          | 1994        | EFFICIENCY SERVICES GROUP, LLC | Admin Fees                               | 5140562139 | 750.00   |
| Total 3200:  |           |                  |               |             |                                |  |            | 750.00   |
| 3201         | 01/13     | 01/15/2013       | 1660          | 1519814     | EMERGENCY MEDICAL PRODUCTS, I  | Ambulance Supplies/meds                  | 0540562351 | 51.70    |
| 3201         | 01/13     | 01/15/2013       | 1660          | 1520111     | EMERGENCY MEDICAL PRODUCTS, I  | Meds                                     | 0540562351 | 51.00    |
| Total 3201:  |           |                  |               |             |                                |  |            | 102.70   |
| 3202         | 01/13     | 01/15/2013       | 1930          | 1088-1015   | FISHER COMMUNICATIONS INC      | Programming                              | 4140562740 | 144.30   |
| Total 3202:  |           |                  |               |             |                                |  |            | 144.30   |
| 3203         | 01/13     | 01/15/2013       | 2020          | 1189573     | GENERAL PACIFIC INC.           | Parts                                    | 5140563670 | 517.00   |
| 3203         | 01/13     | 01/15/2013       | 2020          | 1189575     | GENERAL PACIFIC INC.           | Wire                                     | 5140563670 | 673.50   |
| Total 3203:  |           |                  |               |             |                                |  |            | 1,190.50 |
| 3204         | 01/13     | 01/15/2013       | 6783          | 2119133.13R | Grand Management               | Refund Overpayment                       | 9911033    | 11.24    |
| Total 3204:  |           |                  |               |             |                                |  |            | 11.24    |

| Check Number | GL Period | Check Issue Date | Vendor Number | Invoice No. | Payee                    | Description             | GL Account | Amount    |
|--------------|-----------|------------------|---------------|-------------|--------------------------|-------------------------|------------|-----------|
| 3205         | 01/13     | 01/15/2013       | 2350          | 792857      | HERITAGE OPERATING L.P.  | Propane                 | 0540562439 | 684.98    |
| Total 3205:  |           |                  |               |             |                          |                         |            |           |
| 3206         | 01/13     | 01/15/2013       | 2420          | 6535        | HOOD RIVER CO. - FINANCE | December Deputy Service | 0141962250 | 7,261.00  |
| Total 3206:  |           |                  |               |             |                          |                         |            |           |
| 3207         | 01/13     | 01/15/2013       | 2500          | 011013      | HOOD RIVER FIRE DEPT.    | Interim FC Contract     | 0540562114 | 15,000.00 |
| Total 3207:  |           |                  |               |             |                          |                         |            |           |
| 3208         | 01/13     | 01/15/2013       | 2970          | 011213      | Koch Consulting, INC.    | Interim CA Services     | 0140162093 | 77.90     |
| 3208         | 01/13     | 01/15/2013       | 2970          | 011213      | Koch Consulting, INC.    | Interim CA Services     | 0140262093 | 24.06     |
| 3208         | 01/13     | 01/15/2013       | 2970          | 011213      | Koch Consulting, INC.    | Interim CA Services     | 0340562093 | 24.06     |
| 3208         | 01/13     | 01/15/2013       | 2970          | 011213      | Koch Consulting, INC.    | Interim CA Services     | 0542162093 | 22.62     |
| 3208         | 01/13     | 01/15/2013       | 2970          | 011213      | Koch Consulting, INC.    | Interim CA Services     | 2142162093 | 57.55     |
| 3208         | 01/13     | 01/15/2013       | 2970          | 011213      | Koch Consulting, INC.    | Interim CA Services     | 3142162093 | 57.69     |
| 3208         | 01/13     | 01/15/2013       | 2970          | 011213      | Koch Consulting, INC.    | Interim CA Services     | 4142162093 | 39.84     |
| 3208         | 01/13     | 01/15/2013       | 2970          | 011513      | Koch Consulting, INC.    | Interim CA Services     | 5142162093 | 177.47    |
| 3208         | 01/13     | 01/15/2013       | 2970          | 011513      | Koch Consulting, INC.    | Interim CA Services     | 0140162093 | 404.75    |
| 3208         | 01/13     | 01/15/2013       | 2970          | 011213      | Koch Consulting, INC.    | Interim CA Services     | 0140162093 | 125.00    |
| 3208         | 01/13     | 01/15/2013       | 2970          | 011513      | Koch Consulting, INC.    | Interim CA Services     | 0140262093 | 125.00    |
| 3208         | 01/13     | 01/15/2013       | 2970          | 011513      | Koch Consulting, INC.    | Interim CA Services     | 0542162093 | 117.50    |
| 3208         | 01/13     | 01/15/2013       | 2970          | 011513      | Koch Consulting, INC.    | Interim CA Services     | 2142162093 | 299.00    |
| 3208         | 01/13     | 01/15/2013       | 2970          | 011513      | Koch Consulting, INC.    | Interim CA Services     | 3142162093 | 299.75    |
| 3208         | 01/13     | 01/15/2013       | 2970          | 011513      | Koch Consulting, INC.    | Interim CA Services     | 4142162093 | 207.00    |
| 3208         | 01/13     | 01/15/2013       | 2970          | 011513      | Koch Consulting, INC.    | Interim CA Services     | 5142162093 | 922.00    |
| Total 3208:  |           |                  |               |             |                          |                         |            |           |
| 3209         | 01/13     | 01/15/2013       | 3100          | 8421825     | LIFETIME                 | 224 Subs                | 4140562740 | 134.40    |
| Total 3209:  |           |                  |               |             |                          |                         |            |           |
| 3210         | 01/13     | 01/15/2013       | 3160          | 011413      | MARIANNE BUMP/PETTY CASH | Reimburse Petty Cash    | 0140162055 | .40       |
| 3210         | 01/13     | 01/15/2013       | 3160          | 011413      | MARIANNE BUMP/PETTY CASH | Reimburse Petty Cash    | 0140862022 | 27.96     |
| 3210         | 01/13     | 01/15/2013       | 3160          | 011413      | MARIANNE BUMP/PETTY CASH | Reimburse Petty Cash    | 0140962024 | 10.00     |
| 3210         | 01/13     | 01/15/2013       | 3160          | 011413      | MARIANNE BUMP/PETTY CASH | Reimburse Petty Cash    | 0540562020 | 4.00      |

| Check Number | GL Period | Check Issue Date | Vendor Number | Invoice No.  | Payee                   | Description         | GL Account | Amount   |
|--------------|-----------|------------------|---------------|--------------|-------------------------|---------------------|------------|----------|
| Total 3210:  |           |                  |               |              |                         |                     |            |          |
| 3211         | 01/13     | 01/15/2013       | 3380          | KPDX 11/12   | Meredith Corporation    | Retransmission      | 4140562740 | 42.36    |
| 3211         | 01/13     | 01/15/2013       | 3380          | KPTV 11/12   | Meredith Corporation    | Retransmission      | 4140562740 | 66.90    |
|              |           |                  |               |              |                         |                     |            | 144.95   |
| Total 3211:  |           |                  |               |              |                         |                     |            |          |
| 3212         | 01/13     | 01/15/2013       | 3490          | 96-01-01 1/1 | MID-COLUMBIA ECONOMIC   | Loan 96-01-01       | 4640562711 | 211.85   |
| 3212         | 01/13     | 01/15/2013       | 3490          | 96-01-01 1/1 | MID-COLUMBIA ECONOMIC   | Loan 96-01-01       | 4640562712 | 1,199.10 |
| 3212         | 01/13     | 01/15/2013       | 3490          | 96-01-02 1/1 | MID-COLUMBIA ECONOMIC   | Loan 96-01-02       | 4640562711 | 319.58   |
| 3212         | 01/13     | 01/15/2013       | 3490          | 96-01-02 1/1 | MID-COLUMBIA ECONOMIC   | Loan 96-01-02       | 4640562712 | 989.76   |
|              |           |                  |               |              |                         |                     |            | 295.80   |
| Total 3212:  |           |                  |               |              |                         |                     |            |          |
| 3213         | 01/13     | 01/15/2013       | 3820          | 10818696     | Norco, INC              | Cylinder Rental     | 0540562351 | 2,784.24 |
|              |           |                  |               |              |                         |                     |            | 55.80    |
| Total 3213:  |           |                  |               |              |                         |                     |            |          |
| 3214         | 01/13     | 01/15/2013       | 4020          | MIE110228 -  | ODOT-FUEL SALES         | E192626 Fuel        | 5140562200 | 55.80    |
| 3214         | 01/13     | 01/15/2013       | 4020          | MIE110228 -  | ODOT-FUEL SALES         | E192626 Fuel        | 5140562200 | 54.03    |
| Total 3214:  |           |                  |               |              |                         |                     |            |          |
| 3215         | 01/13     | 01/15/2013       | 4070          | 2120324      | ONE CALL CONCEPTS, INC. | locate services     | 5140562110 | 108.06   |
|              |           |                  |               |              |                         |                     |            | 5.25     |
| Total 3215:  |           |                  |               |              |                         |                     |            |          |
| 3216         | 01/13     | 01/15/2013       | 4530          | 6973502      | PAPE MACHINERY          | Hose                | 0340562560 | 5.25     |
|              |           |                  |               |              |                         |                     |            | 54.48    |
| Total 3216:  |           |                  |               |              |                         |                     |            |          |
| 3217         | 01/13     | 01/15/2013       | 4670          | 6234773      | PORT OF CASCADE LOCKS   | Bridge Tickets - EL | 5140562020 | 54.48    |
| 3217         | 01/13     | 01/15/2013       | 4670          | 6234773      | PORT OF CASCADE LOCKS   | Bridge Tickets - EL | 5140562020 | 15.00    |
| 3217         | 01/13     | 01/15/2013       | 4670          | 6294939      | PORT OF CASCADE LOCKS   | bridge Tickets - FD | 0540562020 | 30.00    |
| Total 3217:  |           |                  |               |              |                         |                     |            |          |
| 3218         | 01/13     | 01/15/2013       | 4910          | 318771010D   | Rebecca Shockley        | Refund Deposit      | 5121130    | 60.00    |
|              |           |                  |               |              |                         |                     |            | 189.75   |

| Check Number | GL Period | Check Issue Date | Vendor Number | Invoice No. | Payee                        | Description       | GL Account | Amount |
|--------------|-----------|------------------|---------------|-------------|------------------------------|-------------------|------------|--------|
| Total 3218:  |           |                  |               |             |                              |                   |            |        |
| 3219         | 01/13     | 01/15/2013       | 5040          | 163         | ROCKRANCH ENTERPRISES        | Contract PW Super | 0140262080 | 5.40   |
| 3219         | 01/13     | 01/15/2013       | 5040          | 163         | ROCKRANCH ENTERPRISES        | Contract PW Super | 0140462080 | 70.20  |
| 3219         | 01/13     | 01/15/2013       | 5040          | 163         | ROCKRANCH ENTERPRISES        | Contract PW Super | 0340562080 | 124.20 |
| 3219         | 01/13     | 01/15/2013       | 5040          | 163         | ROCKRANCH ENTERPRISES        | Contract PW Super | 2140562080 | 199.80 |
| 3219         | 01/13     | 01/15/2013       | 5040          | 163         | ROCKRANCH ENTERPRISES        | Contract PW Super | 3140562080 | 140.40 |
| Total 3219:  |           |                  |               |             |                              |                   |            |        |
| 3220         | 01/13     | 01/15/2013       | 5160          | 70310       | SAWTOOTH TECHNOLOGIES, LLC   | Internet Service  | 4140662080 | 802.00 |
| Total 3220:  |           |                  |               |             |                              |                   |            |        |
| 3221         | 01/13     | 01/15/2013       | 5190          | 165770      | SEA WESTERN                  | Name Plates       | 0540562029 | 89.99  |
| Total 3221:  |           |                  |               |             |                              |                   |            |        |
| 3222         | 01/13     | 01/15/2013       | 5460          | 123112      | Sosnkowski & Cleaveland P.C. | Attorney Fees     | 0140162100 | 346.00 |
| 3222         | 01/13     | 01/15/2013       | 5460          | 123112      | Sosnkowski & Cleaveland P.C. | Attorney Fees     | 0140262100 | 84.00  |
| 3222         | 01/13     | 01/15/2013       | 5460          | 123112      | Sosnkowski & Cleaveland P.C. | Attorney Fees     | 0542162100 | 11.00  |
| 3222         | 01/13     | 01/15/2013       | 5460          | 123112      | Sosnkowski & Cleaveland P.C. | Attorney Fees     | 2142162100 | 115.00 |
| 3222         | 01/13     | 01/15/2013       | 5460          | 123112      | Sosnkowski & Cleaveland P.C. | Attorney Fees     | 3142162100 | 192.00 |
| 3222         | 01/13     | 01/15/2013       | 5460          | 123112      | Sosnkowski & Cleaveland P.C. | Attorney Fees     | 4142162100 | 28.00  |
| 3222         | 01/13     | 01/15/2013       | 5460          | 123112      | Sosnkowski & Cleaveland P.C. | Attorney Fees     | 5142162100 | 560.50 |
| Total 3222:  |           |                  |               |             |                              |                   |            |        |
| 3223         | 01/13     | 01/15/2013       | 5510          | 8024131586  | STAPLES CONTRACT & COMMERCIA | Office Supplies   | 0140162010 | 32.96  |
| 3223         | 01/13     | 01/15/2013       | 5510          | 8024131586  | STAPLES CONTRACT & COMMERCIA | Office Supplies   | 0140262010 | 4.16   |
| 3223         | 01/13     | 01/15/2013       | 5510          | 8024131586  | STAPLES CONTRACT & COMMERCIA | Office Supplies   | 0540562350 | 79.13  |
| 3223         | 01/13     | 01/15/2013       | 5510          | 8024131586  | STAPLES CONTRACT & COMMERCIA | Office Supplies   | 2142162010 | 12.03  |
| 3223         | 01/13     | 01/15/2013       | 5510          | 8024131586  | STAPLES CONTRACT & COMMERCIA | Office Supplies   | 3142162010 | 10.76  |
| 3223         | 01/13     | 01/15/2013       | 5510          | 8024131586  | STAPLES CONTRACT & COMMERCIA | Office Supplies   | 4142162010 | 3.59   |
| 3223         | 01/13     | 01/15/2013       | 5510          | 8024217182  | STAPLES CONTRACT & COMMERCIA | Office Supplies   | 5142162010 | 52.15  |
| 3223         | 01/13     | 01/15/2013       | 5510          | 8024217182  | STAPLES CONTRACT & COMMERCIA | Office Supplies   | 0140162010 | 11.02  |
| 3223         | 01/13     | 01/15/2013       | 5510          | 8024217182  | STAPLES CONTRACT & COMMERCIA | Office Supplies   | 0140262010 | 1.39   |
| 3223         | 01/13     | 01/15/2013       | 5510          | 8024217182  | STAPLES CONTRACT & COMMERCIA | Office Supplies   | 0540562350 | 38.47  |
| 3223         | 01/13     | 01/15/2013       | 5510          | 8024217182  | STAPLES CONTRACT & COMMERCIA | Office Supplies   | 2142162010 | 4.02   |

| Check Number         | GL Period | Check Issue Date | Vendor Number | Invoice No. | Payee                        | Description                              | GL Account | Amount   |
|----------------------|-----------|------------------|---------------|-------------|------------------------------|--|------------|----------|
| 3223                 | 01/13     | 01/15/2013       | 5510          | 8024217182  | STAPLES CONTRACT & COMMERCIA | Office Supplies                          | 3142162010 | 3.60     |
| 3223                 | 01/13     | 01/15/2013       | 5510          | 8024217182  | STAPLES CONTRACT & COMMERCIA | Office Supplies                          | 4142162010 | 1.20     |
| 3223                 | 01/13     | 01/15/2013       | 5510          | 8024217182  | STAPLES CONTRACT & COMMERCIA | Office Supplies                          | 5142162010 | 17.44    |
| Total 3223: 271.92   |           |                  |               |             |                              |  |            |          |
| 3224                 | 01/13     | 01/15/2013       | 5660          | 10278       | TANNINEN REPAIR SERVICE LLC  | Engine 94 Repair                         | 0540562441 | 820.07   |
| Total 3224: 820.07   |           |                  |               |             |                              |  |            |          |
| 3225                 | 01/13     | 01/15/2013       | 6821          | 010213      | Tina Teschner                | Energy Efficiency Appliance Rebate - Clo | 5140562140 | 70.00    |
| Total 3225: 70.00    |           |                  |               |             |                              |  |            |          |
| 3226                 | 01/13     | 01/15/2013       | 6190          | 37854G-02   | UNIVERSITY OF OREGON         | Second Quarter Billing                   | 0840562110 | 4,750.00 |
| Total 3226: 4,750.00 |           |                  |               |             |                              |  |            |          |
| 3227                 | 01/13     | 01/15/2013       | 6350          | 0223249-IN  | WAGNER-SMITH EQUIPMENT       | parts                                    | 5140563690 | 221.64   |
| 3227                 | 01/13     | 01/15/2013       | 6350          | 0223249-IN  | WAGNER-SMITH EQUIPMENT       | parts                                    | 5140563690 | 221.64   |
| Total 3227: 443.28   |           |                  |               |             |                              |  |            |          |
| 3228                 | 01/13     | 01/15/2013       | 6420          | 122812CR    | WEBB, MEGAN                  | Reimburse Mileage                        | 0140162020 | 4.65     |
| 3228                 | 01/13     | 01/15/2013       | 6420          | 122812CR    | WEBB, MEGAN                  | Reimburse Mileage                        | 2142162020 | 1.37     |
| 3228                 | 01/13     | 01/15/2013       | 6420          | 122812CR    | WEBB, MEGAN                  | Reimburse Mileage                        | 3142162020 | .97      |
| 3228                 | 01/13     | 01/15/2013       | 6420          | 122812CR    | WEBB, MEGAN                  | Reimburse Mileage                        | 4142162020 | .13      |
| 3228                 | 01/13     | 01/15/2013       | 6420          | 122812CR    | WEBB, MEGAN                  | Reimburse Mileage                        | 5142162020 | 3.98     |
| Total 3228: 11.10    |           |                  |               |             |                              |  |            |          |
| 3229                 | 01/13     | 01/15/2013       | 6660          | 123012      | WINNETT, LAWRENCE EDWARD     | CATV Work                                | 4140562570 | 1,000.00 |
| Total 3229: 1,000.00 |           |                  |               |             |                              |  |            |          |
| 3230                 | 01/13     | 01/15/2013       | 6730          | 1220121980  | ZCORUM INC.                  | Internet                                 | 4140662730 | 950.50   |
| Total 3230: 950.50   |           |                  |               |             |                              |  |            |          |

| Check Number  | GL Period | Check Issue Date | Vendor Number | Invoice No. | Payee | Description | GL Account | Amount    |
|---------------|-----------|------------------|---------------|-------------|-------|-------------|------------|-----------|
| Grand Totals: |           |                  |               |             |       |             |            |           |
|               |           |                  |               |             |       |             |            | 59,936.96 |



**CASCADE LOCKS STAFF REPORT**

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**Date Prepared: Feb. 1, 2013**

**For City Council Meeting on: Feb. 11, 2013**

**TO: Honorable Mayor and City Council**

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



**SUBJECT: Fill Council Vacancies and Perform Oath of Office**

**SYNOPSIS:** As you know, the City Council has experienced vacancies caused by the election of the Mayor resulting in a vacancy and the recent resignations. There are currently four vacancies on the Council. Before the Council can do any business, we must get at least four members. At the last Council meeting, the Council moved to review the previous election results and ask those who were not successful in the election and appoint those who would be willing to serve. Any remaining vacancies will be filled from applications filed with the City.

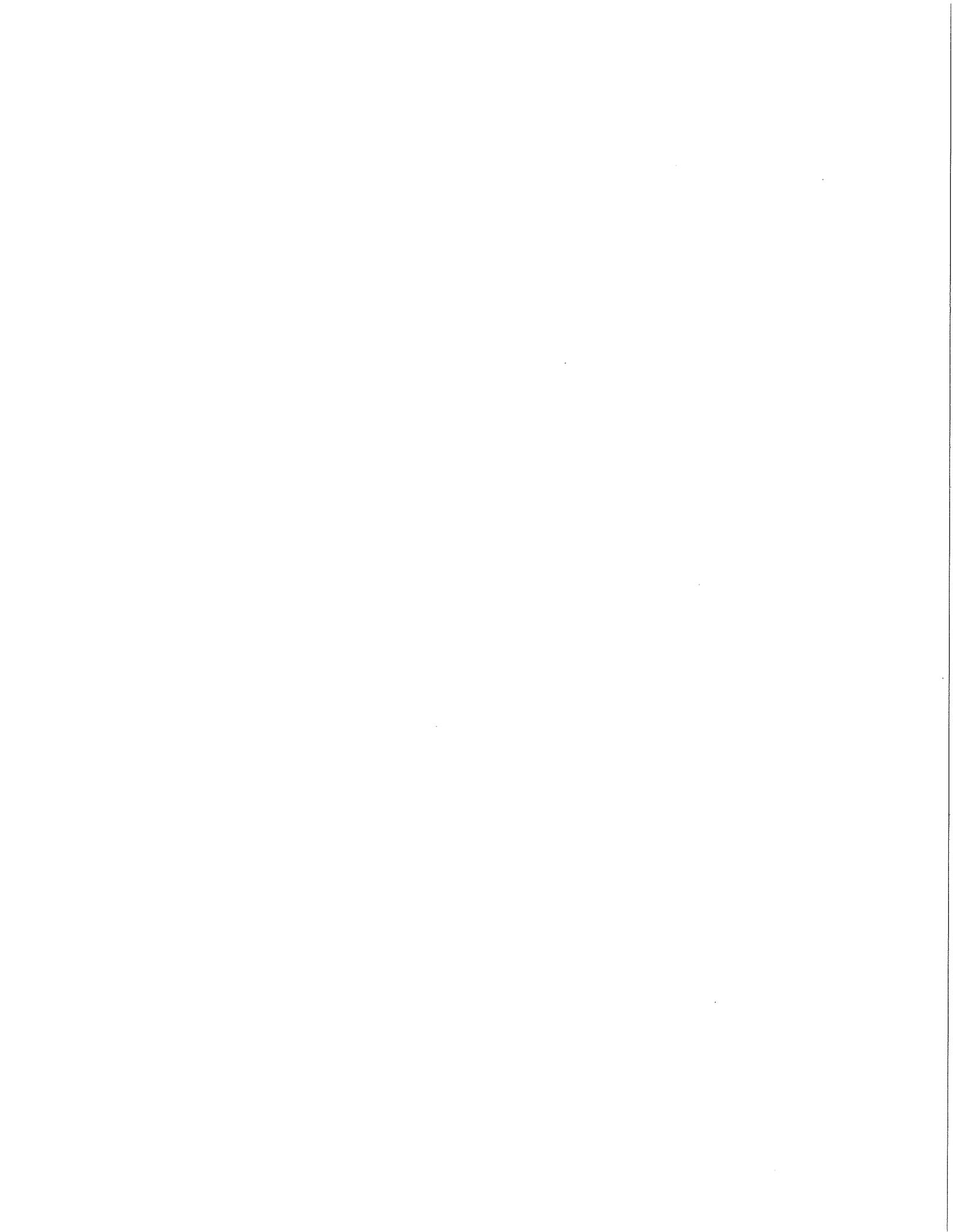
**CITY COUNCIL OPTIONS:** The City Council has the following options related to this issue.

1. Immediately appoint and administer the Oath of Office for those from the last general election who are willing to serve.
2. To fill the remaining vacancies, the Council may:
  - a. Interview the applications received prior to the meeting.
  - b. Appoint from the applications received prior to the meeting.
  - c. With a majority of the Council now seated, the "new" council may want to reopen the application process in order to allow more people the opportunity to apply.
  - d. Leave the remaining seats vacant and work with a smaller Council.

**RECOMMENDATION for Option 1:** "I move to appoint \_\_\_\_\_ and \_\_\_\_\_ to fill two of the four vacant City Council positions until Dec. 31, 2014 when the seats will be filled at the next biennial general election."

**RECOMMENDATION for Option 2:** "I move to appoint \_\_\_\_\_ and \_\_\_\_\_ to filling the remaining City Council vacancies until Dec. 31, 2014 when the seats will be filled at the next biennial general election."

**Legal Review and Opinion:** Legal counsel has already confirmed that the Council has the authority to develop the process and implement the process to fill the vacant positions for people to serve on the Council until the end of 2014, allowing them to run for election in the general biennial election to be held in November, 2014.



**AGENDA ITEM NO 5b**

**STAFF REPORT**

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**Date Prepared: January 30, 2013**

**For City Council Meeting on: February 11, 2013**

**TO: Honorable Mayor and City Council**

**PREPARED BY: Kathy Woosley, City Recorder**

**APPROVED BY: City Administrator Zimmerman**

**SUBJECT: Committee Appointments**

**SYNOPSIS: Committee terms are varied and at the beginning of each new year members are appointed to various committees.**

**CITY COUNCIL OPTIONS:**

1. Appoint members to the various committees.
2. Take no action at this time.
3. Provide other direction for staff.

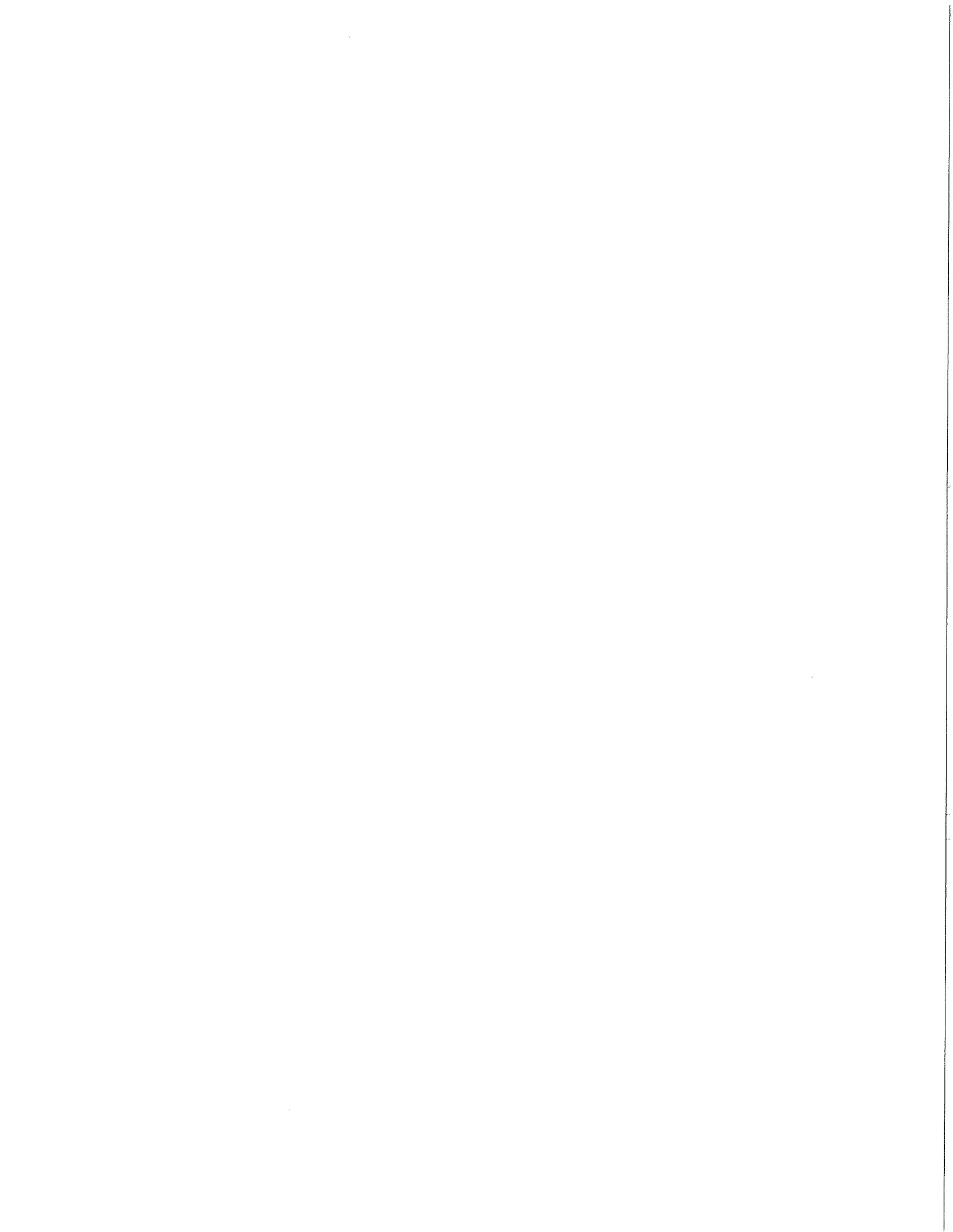
**RECOMMENDATION: Council, by motion, accept the Mayor's appointments to committees.**

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

**Financial review and status: N/A**

**BACKGROUND INFORMATION:**

**Charter Section 20 and Section 10 of the Council Rules are included for your information.**



**CHAPTER IV  
COUNCIL**

**Section 13. MEETINGS.** The Council shall prescribe rules to govern its meetings and proceedings. The Council shall hold a regular Council meeting monthly in the City at a time and at a place designated by the Council and may meet at other times as provided for by the Council.

**Section 14. QUORUM.** A majority of the Council shall constitute a quorum for its business, but a smaller number may meet and compel the attendance of absent members in a manner provided by ordinance.

**Section 15. RECORD OF PROCEEDINGS.** A record of Council proceedings shall be kept. The results of all votes and the vote of each member of the Council by name shall be recorded.

**Section 16. PROCEEDINGS TO BE PUBLIC.** No action by the Council shall have legal effect unless the motion for the action and the vote by which it is disposed of take place at proceedings open to the public.

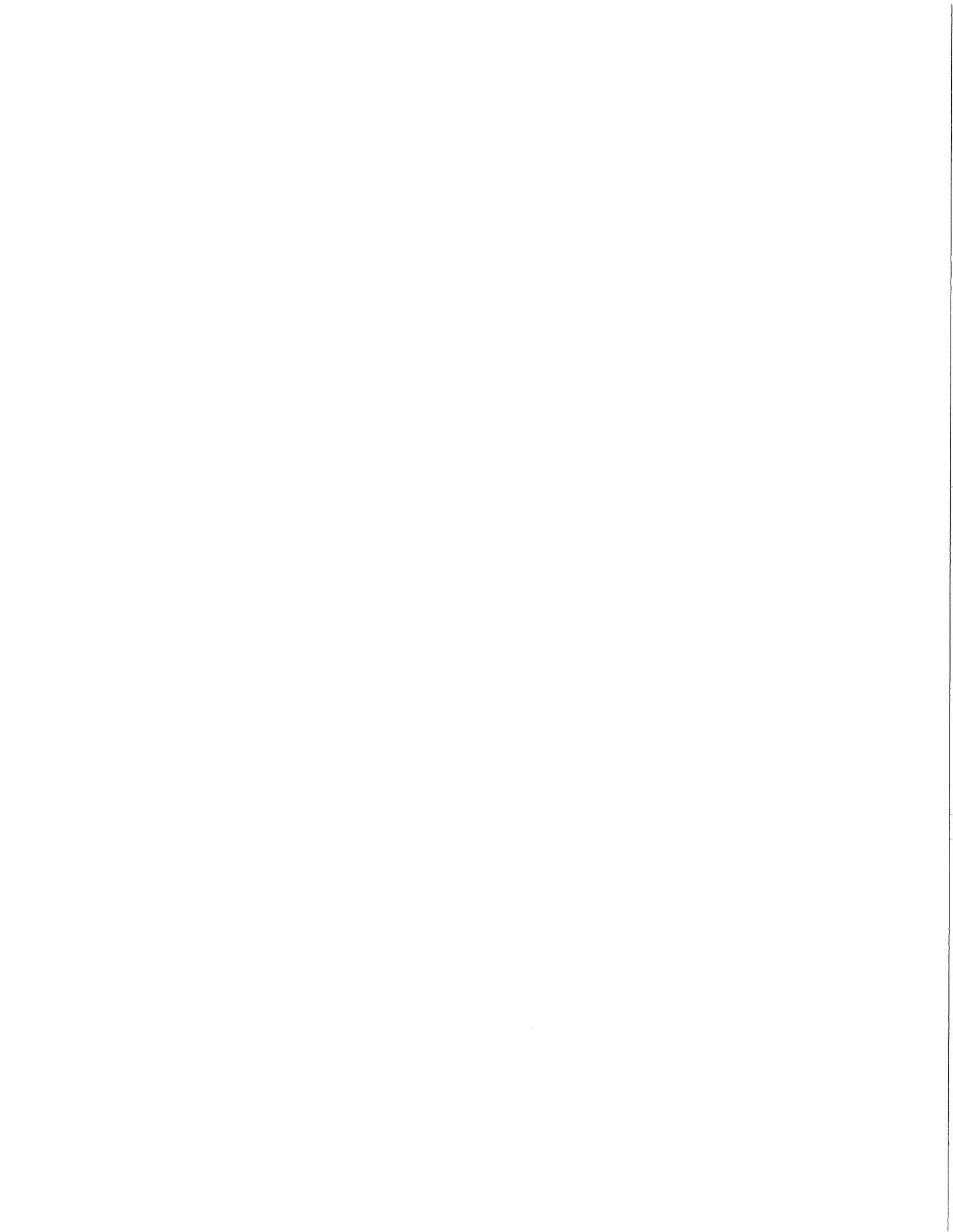
**Section 17. MAYOR'S FUNCTIONS AT COUNCIL MEETINGS.** The mayor shall preside over deliberations of the Council, preserve order, enforce Council rules and determine the order of business under the rules.

**Section 18. COUNCIL PRESIDENT.** At its first meeting after this charter takes effect and at its first meeting in each odd numbered year, the Council shall elect a president from its membership. If the mayor is unable to function as mayor or is absent from a Council meeting, the president shall function as mayor. The president shall sign all approved documents and ordinances passed by the Council if the mayor fails to do so within a reasonable time. In the absence of both mayor and president, a mayor pro tem shall be elected from the councilors present. The president and mayor pro tem shall have a vote on all questions.

**Section 19. VOTE REQUIRED.** Except as this charter provides otherwise, express concurrence of a majority (four members) of the Council is necessary to decide affirmatively any question before the Council.

**CHAPTER V  
POWERS AND DUTIES OF CITY OFFICIALS**

**Section 20. MAYOR.** The mayor shall appoint the committees provided by the rules of the Council. Other officials of the City shall be appointed and removed by the Mayor, with the majority vote of the Council. The mayor shall sign all approved documents and records of proceedings of the Council. The mayor shall have no veto power and shall sign all ordinances passed by the Council as this Charter prescribes.



## SECTION 10: COMMITTEES

### 10.1 Appointment, Removal, and Replacement Generally.

a. Citizens interested in serving on a City Committee shall submit an application to the Mayor for his or her consideration. The Mayor is responsible for appointing members to said committees and all appointments are subject to Council approval.

b. Committee Members may be removed by the Mayor after missing three consecutive meetings without excuse. Removal of Planning Commissioners however will be given special consideration and conducted in accordance with ORS 227.030. Notice of removal to the affected committee member shall be handled with respect and courtesy.

c. Filling Vacancies for Committees shall be conducted in accordance with procedure established by the City Administrator and approved by the Mayor.

i. The vacancy for Committees shall be posted at least two weeks before the vacancy is filled. The Mayor may make a determination regarding filling the vacancy in the event business is being delayed by the vacancy.

d. The Mayor shall make a determination regarding relatives or members of the same household on the same committee when making individual appointments.

### 10.2 Liaisons/Representatives to Other Agencies.

a. The Mayor may appoint City liaisons or representatives to all committees and task forces of other agencies and community organizations for which participation of an elected or appointed official from the City is determined to be necessary or beneficial to the City. The Mayor may remove the liaison or representative upon consensus of the Council.

b. The primary role of an appointee is to facilitate communication between the relevant committee and the Council and to represent the City's interests as determined by a majority of the Council.

### 10.3 Organization of the Committee System.

1. Committees should be identified as a Standing or Temporary Committee.

a. Standing Committees are created by ordinance with the exception of the Budget Committee, which is created by Statute. These Committees can only be dissolved by repeal of the ordinance that created them. The existing Standing Committees are Tourism, Museum, Planning, and Parks and Recreation. Each of these Committees has seven members with the exception of Planning, which has five members.

- b. Temporary Committees are created by the Mayor. When creating a Temporary Committee, the Mayor shall:
  - i. Write a statement of purpose detailing the task(s) of the Committee.
  - ii. Establish a timeline for the duration of the Committee. Generally Temporary Committees would remain in service for one year, but depending on the circumstances and at the Mayor's discretion, there may be variations in the duration of the Committee.
  - iii. Determine whether the Committee will consist of five or seven members.
- c. Temporary Committees that do not meet and report agendas and minutes to Council for three consecutive months will be dissolved.
- d. Temporary Services Committees:
  - Public Works
  - City Light
  - Emergency Services
  - Cemetery

10.4 Guidelines for Committee Operation.

1. Each Committee should operate under the same guidelines. These guidelines should be given to each Committee Member when they are appointed to the Committee. When possible a Committee training session will be offered.
2. Along with established guidelines, each Committee should have the following common traits:
  - a. An agenda for every meeting posted at least 24 hours before the meeting.
  - b. Minutes taken at every meeting. Staff will take minutes for Budget Committee and Planning Commission. A Committee Member for all other committees shall take minutes.
  - c. The Chairperson of the Committee should preside over the meeting and create the agenda for each meeting so as to be responsive to direction from the Council. The Committee will elect the Chair.
  - d. A written or oral report shall be given to the Council at the next Council meeting after the Committee meeting.
  - e. There shall be a joint workshop with the Council at least once per year.
3. Committee meetings shall be held at City Hall or another accessible public location in Cascade Locks.

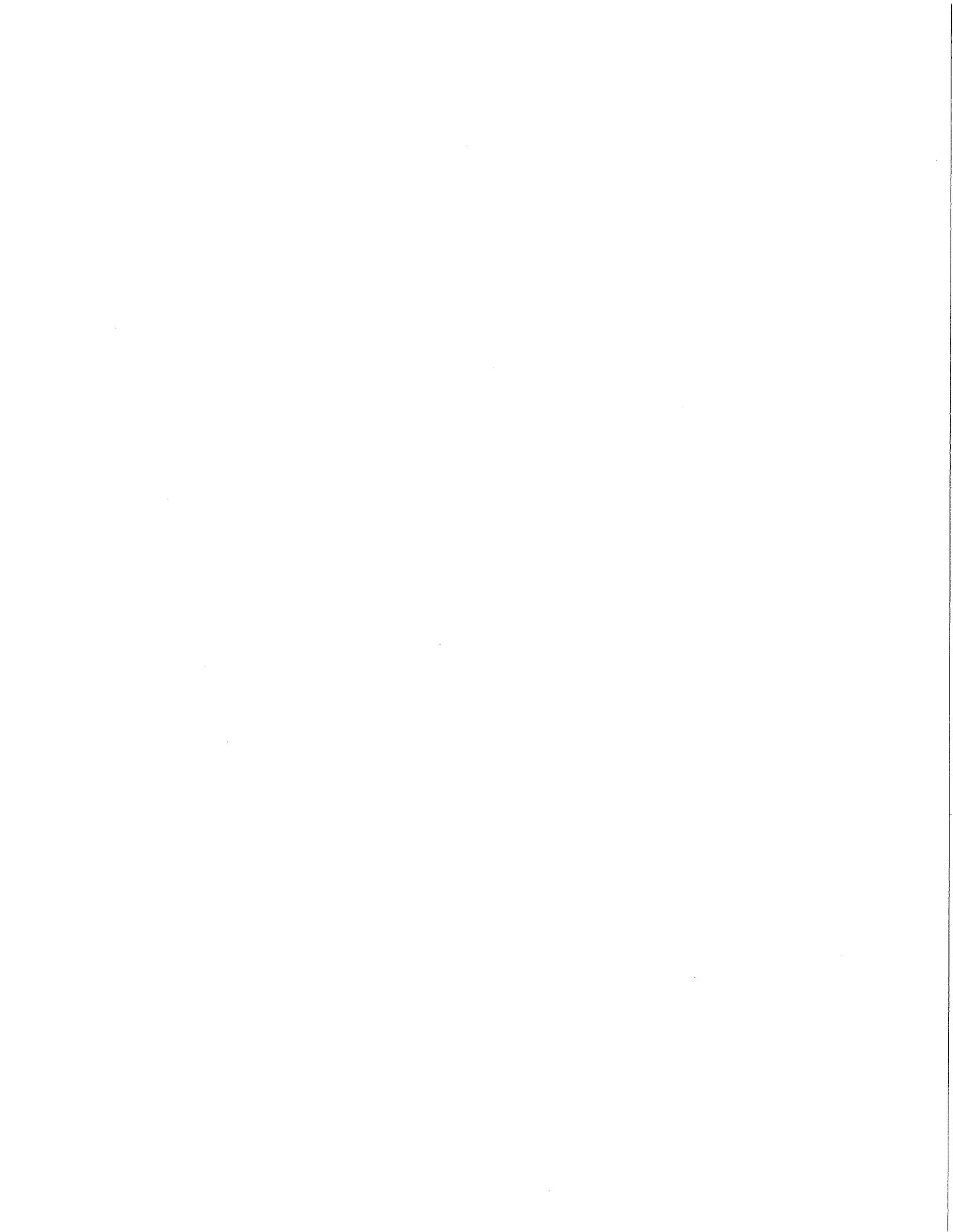
10.5 Committee Goal Setting.

1. The committee should propose goals to the Council at least once per year. These proposed goals would be subject to Council approval.

## **SECTION 11: USE AND DISCLOSURE OF CONFIDENTIAL INFORMATION**

- 11.1 Definition. For the purposes of this section, “confidential” means anything done or communicated in a manner denoting confidence or secrecy, including, but not limited to, information designed to be held in trust or labeled as confidential; information not subject to public disclosure under the State public records or public meetings laws; information disclosed during or in connection with a privileged or protected relationship, such as between an attorney and client; and other information determined to be essential to the fiduciary duties of an elected official to the City. All matters properly discussed in executive session are confidential.
- 11.2 Disclosure of Confidential Information. Councilmembers must keep in complete confidence confidential information to insure that the City’s position is not compromised. Confidential information may be disclosed or otherwise released to the public upon a consensus determination by the Council that confidentiality is no longer necessary, or if otherwise instructed by the City Attorney.
- 11.3 Improper Disclosure. Improper disclosure of confidential information is deemed an act outside the course and scope of disclosing the Councilmember’s agency relationship with the City and may subject the Councilmember to forfeiture of the protections under the Oregon Tort Claims Act, including the right to defense and indemnification, for any damages or liability resulting from or relating to the disclosure of the confidential information.
- 11.4 Statements Relating to Confidential Matters. All public statements, information, or press releases on confidential matters will be made by designated staff or Council representative.
- 11.5 Written Materials. Council members must keep all confidential written materials in complete confidence.
- 11.6 Executive Session. Council members may not communicate any information from any executive session to the media or anyone who was not present at the executive session unless authorized by a consensus of the Council. Information from an executive session does not include information or direction made after the executive session is closed and the regular meeting resumed. If staff is given direction to proceed with negotiations or litigation in a specific matter, Council members may not have any contact or discussion on the matter or subject with any other party or its representative, or otherwise take steps that might interfere with the direction given to staff by Council.

## **SECTION 12: MEDIA**



**CASCADE LOCKS STAFF REPORT**

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**Date Prepared: Feb. 4, 2013**

**For City Council Meeting on: Feb. 11, 2013**

**TO: Honorable Mayor and City Council**

**PREPARED BY: Gordon Zimmerman**

**SUBJECT: Set Date for 2013/2014 Budget Priorities**

**SYNOPSIS:** The Budget is the main management tool used by the City to control our resources. The budget should be driven by the priorities set by the City Council. While maintaining on-going operations, we want to address the issues and concerns of the people as expressed by their representatives on the City Council. Last year's process under Mr. Paul Koch including a review of the work staff has done during the past fiscal year and reviewing each department's tasks for the upcoming budget year.

Due to lack of a quorum, the City Council now at operating strength was unable to complete the budget priority process on January 22. The City Council and the Staff should meet together to review staff's work and to discuss our immediate and long-term goals and activities during the next two week period so that we can adopt the budget priorities at our Feb. 25 City Council Meeting.

**CITY COUNCIL OPTIONS:** The City Council has the following options related to this issue.

1. Meet on Wednesday, Feb. 13 in the evening
2. Meet on Tuesday, Feb. 19 in the evening

**RECOMMENDATION:** Determined by Council availability

**BACKGROUND INFORMATION:**

1. A copy of the proposed FY 13-14 Budget Process and Schedule is attached for City Council information.
2. The session will be held in the City Council Chambers and will make use of newsprint and lots of ideas in order to get to priorities. It is anticipated the session will take from between 2 to 3 hours.

3. As in the past, the session will begin by each department head presenting a list of issues, concerns and needs to Council. The CA will present an overview list of issues. From there, it is expected that City Council will set its own budget priorities. The budget priorities will then be written up and will appear at the February 25, 2013 City Council meeting for formal adoption and direction to staff. It may be necessary for us to use the sticky dots process to help get to priorities.

4. The City Administrator priorities will also be catalogued and then become a reference to the CA contract.

5. For the meeting, the flow of discussions will probably go in the following way.

- A. Presentation of departmental issues.
- B. Discussion of CA priorities
- C. Setting City Council direction for the proposed budget.

# PROPOSED

## FY13/14 Budget Process Schedule

- |   |              |
|---|--------------|
| 1. <b>CITY COUNCIL:</b> Adopt Budget Process Schedule   | 1/14/13      |
| 2. <b>CITY COUNCIL:</b> Begin budget development process by conducting priority setting meeting to include department heads, staff, all boards, committees and the general public. (Develop CA priorities at same time) | 1/15-1/22/13 |
| 3. <b>CITY COUNCIL:</b> Scheduled to appoint budget committee vacancies   | 1/28/13      |
| 4. <b>FINANCE:</b> Send budget format and priorities to Department Heads<br>A. Review format and program portion of budget document<br>B. Set up Department Head/CA/Finance Officer work session to assist              | 2/5/13       |
| 5. <b>CITY DEPARTMENT HEADS AND STAFF:</b> Begin development of each departmental and program budget.   | 2/6/13       |
| 6. <b>DEPARTMENT PROGRAMS:</b> Turn in proposed budget to Finance   | 3/1/13       |
| 7. <b>CA and FINANCE:</b> Compile proposed budget document in Program Budget Format   | 3/4-3/29/13  |
| 8. <b>STAFF:</b> Publish Notice of Budget Committee Meeting<br>(State required time line not more than 30 days prior to Budget meeting)   | 4/24/13      |
| 9. <b>STAFF:</b> Publish <b>Second Notice of Budget Committee Meetings</b><br>(no less than 5 days prior)<br>A. Publish on City website   | 5/1/13       |
| 10. <b>BUDGET COMMITTEE:</b> Begin budget committee process   |              |
| A. Conduct Budget Committee Workshop  | 5/8/13       |
| 1. Review budget process and Budget Structure   |              |
| 2. Get areas of concern from each Committee member  |              |
| 3. Deliver Proposed Budget to Committee members   |              |

Budget meetings will start at 6:30 PM and end at 9:00 PM (unless Committee votes to continue)

- |  |         |
|--|---------|
| 11. <b>Budget Meeting:</b>   | 5/15/13 |
| A. Elect Budget Committee Chair and Vice Chair                                 |         |
| B. Set meeting rules, adopt timeline schedule                                  |         |
| C. Deliver Budget Message (Municipal)  |         |
| D. 7:00PM – Budget Committee Hearing on Possible Uses of State Revenue Sharing |         |
| E. Formal Approval of Property Tax Rate \$2.7050 per \$1,000 for FY 12/13      |         |

**PUBLIC WORKS:**

- Street Fund (3)
- Water Fund (21)
- Sewer Fund (31)
- Sewer Bond Fund (40)
- Property Dept. (1-4)
- Cemetery Fund (17)
- Cemetery Trust Fund (25)

**ELECTRIC DEPARTMENT:**

- Electrical Fund (51)
- CATV/BB (41)

**EMERGENCY SERVICES DEPARTMENT:**

- Emergency Services Fund (5)

**TOURISM (8)**

Tourism Program  
General Fund Support

**ADMINISTRATION:**

General Fund (1)  
Planning Department (1-2)  
Beautification Department (1-5)  
Museum Department (1-7)  
Government and Community Relations (1-8)  
Recreation Department (1-9)  
Police Department (1-19)  
SDC Fund (2)  
911 Emergency Telephone Fund (6)  
Grant Fund (7)  
Museum Trust Fund (16)  
OEDD Loan Fund (45)  
OIB Fire Hall Loan (46)  
Capital Reserve Fund (56)

\* BUDGET MEETING DATES ARE TENTATIVE AND MAY BE ADJUSTED BY BUDGET COMMITTEE

- |   |                |
|---|----------------|
| <b>12. Budget Meeting Continued *</b>   | <b>5/22/13</b> |
| <b>13. Budget Meeting Continued *</b>   | <b>5/29/13</b> |
| <b>14. STAFF:</b> Publish Notice of Public Hearing on Proposed Uses of State Revenue Sharing to bring before council.   | <b>5/29/13</b> |
| <b>15. Budget Meeting Continued *</b>   | <b>6/5/13</b>  |
| <b>16. City Council Meeting Public Hearing</b> on Proposed Uses of State Revenue Sharing  | <b>6/10/13</b> |
| <b>17. STAFF:</b> Publish Notice of Budget Hearing & Financial Summary (City)<br>(Required lead time – not more than 30 days or less than 5 days before hearings)   | <b>6/12/13</b> |
| <b>18. Budget Hearing – Council Meeting to adopt proposed budget</b><br>Public Hearing on Proposed Municipal Corporate Budget<br>Pass Resolutions Adopting Budget, Making Appropriations and Levying Taxes (City) | <b>6/24/13</b> |
| <b>19. STAFF:</b> Submit Budget and forms to Assessor as required   | <b>7/10/13</b> |

**CASCADE LOCKS STAFF REPORT**

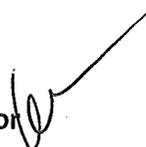
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**Date Prepared: Feb. 4, 2013**

**For City Council Meeting on: Feb. 11, 2013**

**TO: Honorable Mayor and City Council**

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



**SUBJECT: Request for OSU Economic Impact Study**

**SYNOPSIS:** Perhaps the major issue facing this City Council is how to create jobs and improve the economic development of our community. It is imperative that this Council consider all aspects of any economic development opportunity that is presented to the City.

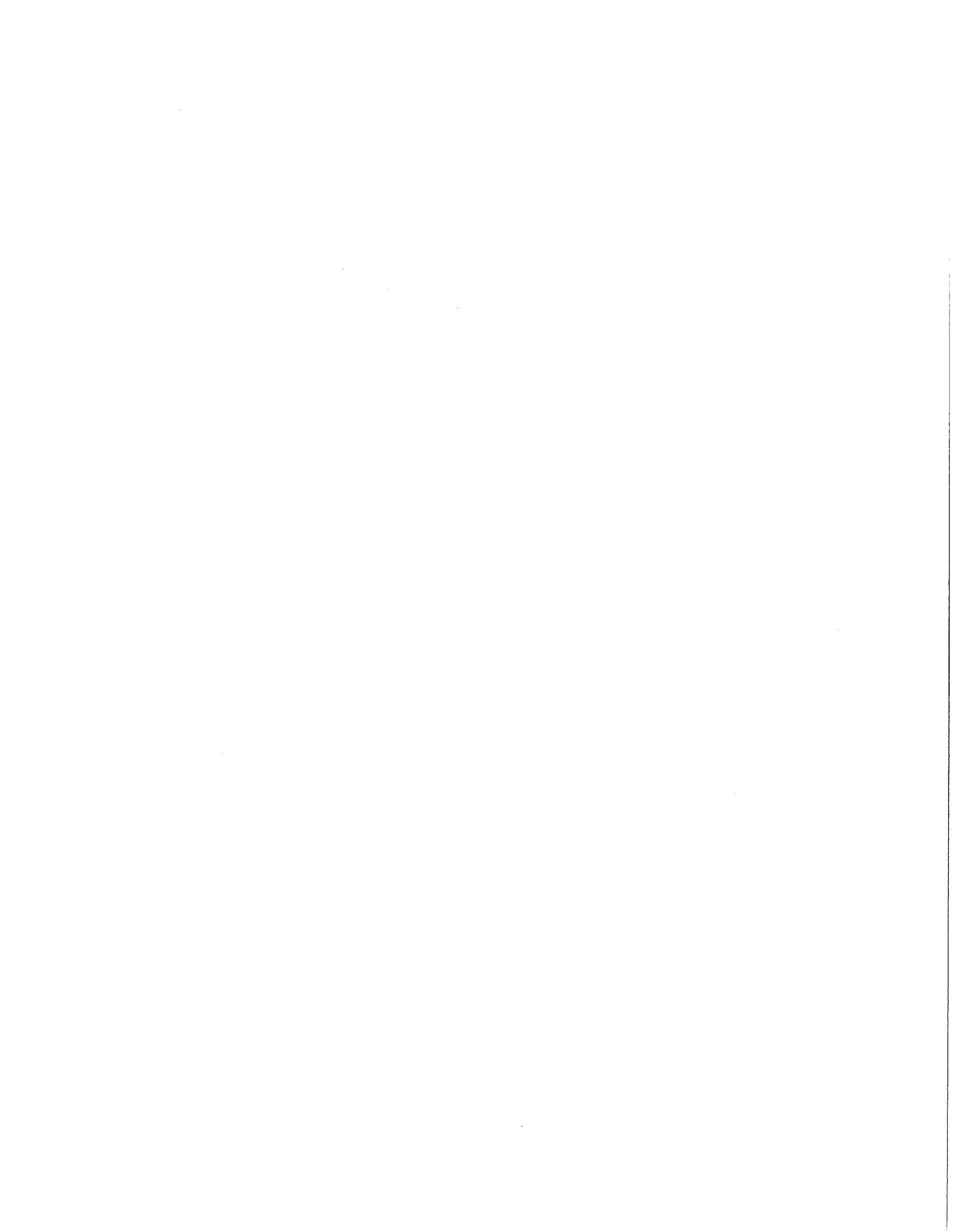
Mr. Bruce Sorte, Oregon State University professor in the Department of Agricultural and Resource Economics/OSU Extension and affiliated with the Rural Studies Program at OSU, has researched and written extensively on rural economic issues. He has been studying the economic impact on Cascade Locks by the development of a bottled water plant. Mr. Sorte is willing to complete an economic analysis of constructing and operating a bottled water facility in Cascade Locks. He would also provide an overview of the nonmarket issues, including environmental issues, that may need to be considered related to a proposed bottled water facility.

**CITY COUNCIL OPTIONS:** The City Council has the following options related to this issue.

1. Authorize the Mayor to request the economic analysis. (Sample letter attached.)
2. Do not make the request for the study.

**RECOMMENDATION:** "I move to authorize the Mayor to sign a letter to Bruce Sorte requesting an economic analysis from the OSU Extension Service."

**BACKGROUND INFORMATION:** This would be an additional step in the due process journey for the development of the Cascade Locks Industrial Park as we review the benefits and risks of a bottled water facility in our community.





**City of Cascade Locks**  
PO Box 308 140 SW WaNaPa St.  
Cascade Locks, OR 97014

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

Bruce Sorte  
**Rural Studies Program**  
Dept of Agricultural & Resource Economics  
Oregon State University  
213 Ballard Hall  
Corvallis, OR 97331-3601

Feb. 11, 2013

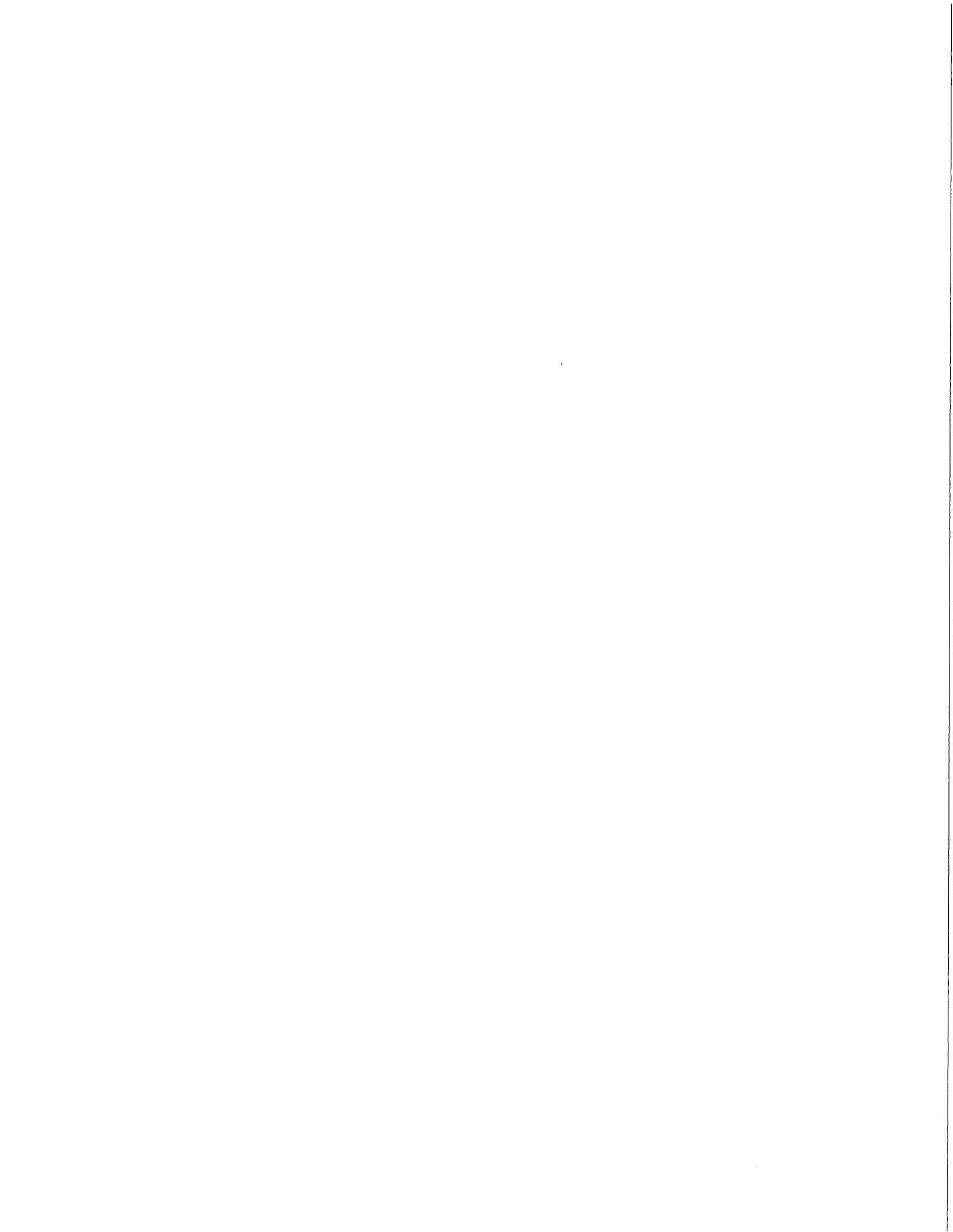
Dear Mr. Sorte:

The City of Cascade Locks has been approached by a major bottled water retailer who desires to build a bottling plant in our Industrial Park and market that product through a wide distribution network. As part of our due diligence process we would like the Rural Studies Program to develop an economic analysis of constructing and operating a bottled water facility in Cascade Locks. Would you please also provide an overview of the nonmarket issues, including environmental issues, that may need to be considered related to a proposed bottled water facility?

We appreciate any assistance you can provide the City of Cascade Locks as we face this opportunity.

Sincerely,

Tom Cramblett  
Mayor, Cascade Locks



**CASCADE LOCKS STAFF REPORT**

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**Date Prepared: Feb. 4, 2013**

**For City Council Meeting on: Feb. 11, 2013**

**TO: Honorable Mayor and City Council**

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



**SUBJECT: Approve Request for DLCD Funding**

**SYNOPSIS:** We have long heard complaints about how our development code restricts or obstructs economic and community development in Cascade Locks. With the help of Stan Foster or PARC Resources, Kathy Woosley, City Recorder and Megan Webb, deputy City Recorder, we have slowly been reviewing our planning development code and brought several updates to the Council for consideration. Cascade Locks is on the brink of "being discovered." It should be important to accelerate the review and updating of our code with an eye to promoting economic development for the community while maintain the values that are important to the community.

The Department of Land Conservation and Development has a program to help small cities review their development code. Per the attachment, the City of Cascade Locks is eligible for this program through the following eligibility requirements:

1. We are interested in regulating the connection between the public realm and adjoining land uses.
2. We are willing to adopt transportation and growth management strategies as long as we can preserve the "feel" of the community while promoting intelligent growth within the community.
3. As a city we are requesting help with the code review.
4. If approved by the Council, a letter signed by an elected official would be sent to DLCD and ODOT requesting assistance in our development code review.
5. The project must have the support of ODOT and DLCD.

We qualify on all 5 points. Projects will be selected based on need, impacts a state highway and has a high likelihood of adoption by the local jurisdiction.

More information on this program is included with this report.

If we are selected to participate in the program, the City would select from State approved consultants which would help us through the process. The City Council, City staff, and the Planning Commission would meet with the consultant to receive input and direction from the community. We would also have the consultant meet with the Council, Planning Commission, and staff to help us understand and define our roles under the development code.

**CITY COUNCIL OPTIONS:** The City Council has the following options related to this issue.

1. Authorize the Mayor is sign a letter of request for participation in a DLCD and ODOT sponsored Code Assistance Project.
2. Do not authorize the request.
3. Provide suggestions on how to update the code another way.

**RECOMMENDATION:** "I move to authorize the Mayor to apply for the code assistance through the TGM program with DLCD and ODOT."

**Financial review and status:** The resources required for our participation in the program is staff, council, and commission time.

## Code Assistance

The Transportation & Growth Management (TGM) program helps Oregon communities through Smart Development Code Assistance. Services are now available.

The Code Assistance program provides very specific help to local governments to identify and update comprehensive plan policies and land use regulations that promote efficient land use and transportation planning that advances these TGM objectives:

- Promote a transportation system and development pattern that results in a balanced, multi-modal system that enhances opportunities for people to walk, bike, and use transit;
- Preserve or enhance the "through movement" function of a state highway;
- Increase the convenience or availability of alternative modes of transportation;
- Provide alternatives to, or delay the need for, major transportation improvements;
- Provide alternatives to, or delay the need for, expansion of an urban growth boundary.

Code assistance comprises one or two parts – an initial assessment of the current comprehensive plan and land development regulations, and preparation of plan and code amendments for consideration by local decision-makers. The Code Assistance program uses consultant firms with whom we contract directly to provide assistance to local governments. Local governments are not required provide cash or in-kind match, although we expect local staff to assist with meetings and other logistical support.

Our work is based on TGM publications such as the [Model Development Code for Small Cities](#) or the [Smart Development Code Handbook](#). We prioritize work that implements the [Transportation Planning Rule \(TPR\)](#), the [Oregon Transportation Plan](#), the local transportation system plan (TSP), and addresses issues affecting fast-growing communities. We are unable to undertake work aimed at simply updating an outdated set of plan policies or regulations. DLCD technical assistance grants may be available for "housekeeping" types of projects.

If you wish to pursue a Code Assistance project further, contact Rachel Ferdaszewski or review the criteria and application process in the [Selection of Code Assistance Projects \(PDF\)](#).



## Oregon Transportation and Growth Management Selection of Code Assistance Projects



### Eligibility

Projects must meet all of the following.

#### Eligibility #1: Transportation

The project must have a clear transportation relationship and benefits. It must involve code regulating the provision of transportation facilities, regulating the connection between the public realm (i.e. streetscape) and adjoining land uses, or regulating types and intensities of land uses to make efficient use of the transportation system. The project must also have clear benefits for improving the function or operation of the transportation system. Projects addressing exclusively procedural code provisions or land use without regard to transportation are not eligible.

#### Eligibility #2: TGM principles

Projects will be considered only if the local government understands the TGM principles and is willing to work towards solutions consistent with them. A key principle of TGM is that transportation and land use decisions ought to be made in a comprehensive process that addresses their complex interrelationship. Another key principle of TGM is that planning and development codes ought to address all relevant modes of travel, with special attention to walking, bicycling, and transit. Additional TGM principles include mixed uses, efficient use of land, vibrant downtowns, and improving the connectivity of the street network.

#### Eligibility #3: Local jurisdiction involvement

A request for Code Assistance must come from a local jurisdiction; either a city or a county. The local jurisdiction is not required to provide a cash match, but each project does require significant involvement of local staff and support including providing public notice and meeting logistics.

#### Eligibility #4: Elected official support

The project must have the support of elected officials in the jurisdiction. Decision makers must understand Code Assistance is a voluntary program and be in favor of implementing TGM principles in their community. A letter expressing this support, signed by an elected official, must accompany the request from the city.

#### Eligibility #5: Support from ODOT and DLCD

The project must have the support of the ODOT region and DLCD. TGM staff will consult with the ODOT regional planner and the DLCD regional representative to assess support for the project.

### Project Types

Projects generally fall into one of two categories: Code updates in smaller communities or specialized projects advancing the TGM principles in larger jurisdictions. The amount of money spent on projects is roughly balanced between the two types of projects, but all projects are

selected for the potential to make a significant contribution to the TGM principles relative to the cost. Proposals are evaluated on a first-come/first-served basis; however, projects may be held to a higher standard if it appears that budgeted funds may not be sufficient to cover all of the eligible projects.

#### Type 1 – Small Communities

Helping Oregon's small communities to integrate transportation and land use planning is one of the main functions of the Code Assistance program. Communities with a population of 2,500 to 20,000 often have limited staff available for planning efforts. Code Assistance can make a big difference in these communities, laying the foundation for efficient land use and transportation development patterns. Generally these projects use the TGM Model Code to replace all or part of the existing local development code.

#### Type 2 – Specialized Projects

Innovation in the areas of the TGM objectives (smart growth, integration of land use and transportation planning, alternate modes of transportation, Etc.) is an equally important function of the Code Assistance program. Larger communities with a specialized project that will advance innovation in these areas provide the opportunity to reach a greater population. These projects target a specific area or type of development in the code and are not full code evaluations or updates.

#### **Selection Factors**

Projects are selected for the potential to make a significant contribution to the TGM principles relative to the cost. Listed below are some of the factors that are considered when evaluating eligible Code Assistance projects. Not all of the factors will apply to any particular project.

#### Need

The project would fulfill a significant planning need in the community. This need must include both Transportation and Land Use planning objectives and must be specific. General "housekeeping" type updates are not, on their own, a significant enough reason to grant Code Assistance.

#### High growth area

The project is located in a faster-growing community where growth pressures are more acute.

#### Example

The project has significant potential to serve as an example of applying TGM principles for other local jurisdictions, especially an example that would have broad statewide applicability.

#### State system

The project would benefit a state highway or aid in implementing the Oregon Highway Plan.

#### Opportunity for success

The project has a high likelihood of adoption by the local jurisdiction.

#### Innovations

The project would advance an innovative development pattern or practice consistent with TGM principles.

### Cost-effective

The project would result in a large benefit to TGM principles relative to the budget.

### Implementation of previous planning

The proposal offers the opportunity to further a local plan that is consistent with the TGM principles (e.g. Metro 2040), including plans previously funded by TGM. However, a potential Code Assistance project that would duplicate or largely duplicate work previously funded by TGM would not be appropriate.

### Outreach

The proposal provides the opportunity to involve the public in a way that helps disseminate the TGM principles. All TGM projects involve public participation in the code amendment process. Projects will receive extra consideration if they provide opportunities for general education and outreach that would increase the awareness of TGM principles.

### Regional balance

TGM seeks to support projects in all regions of the state. Projects located in regions that have not recently had Code Assistance projects will receive additional consideration.

## Selection Process

### Step 1: Inquiries

Local jurisdiction and regional state staff make inquiries to the program manager about potential Code Assistance projects. The program manager discusses the potential project and advises on the eligibility criteria and selection guidelines to help determine which projects have promise.

### Step 2: Written Request

The local jurisdiction must request assistance in writing. The letter must cover the following points.

1. Describe the specific issue or problem in the community that a code assessment or update of plan and code language would address;
2. Explain how a code assistance project would carry out TGM objectives;
3. Describe what the end product of code assistance would be;
4. Identify previous and ongoing land use and transportation planning projects that would have a bearing on a code assistance project;
5. Include a letter or resolution from decision makers – planning commission or city council/mayor – showing support for the project carrying out TGM objectives.

### Step 3: Evaluation

The Code Assistance Program Manager (or designated project manager) conducts background research and has follow-up conversations. This will include ODOT region planner(s) and DLCD regional representative and the ODOT and DLCD TGM program managers (or their designees). Investigation may include a site visit, meetings with local government planners and other stakeholders or requests for additional information (e.g. current comprehensive plan, examples of land use applications, zoning or development codes, etc.).

### Step 4: Decision

The Code Assistance Program Manager decides whether to proceed with a Code Assistance project and which consultant team is best suited for the project (considering any conflicts-of-interest).

Step 5: Statement of Work (SOW)

The Code Assistance Program Manager (or designated project manager), works with the local jurisdiction to prepare a draft SOW describing tasks, meetings, deliverables, and schedule. The SOW is also negotiated with the consultant for content and payment per deliverable.

Step 6: Work Order Contract

When all reviewers are satisfied with the content of the SOW, it is sent to the TGM Program Grants/Contracts Specialist and Grants/Contracts Coordinator for review and processing.

**Personnel**

Code Assistance Program Manager: Rachel Ferdaszewski

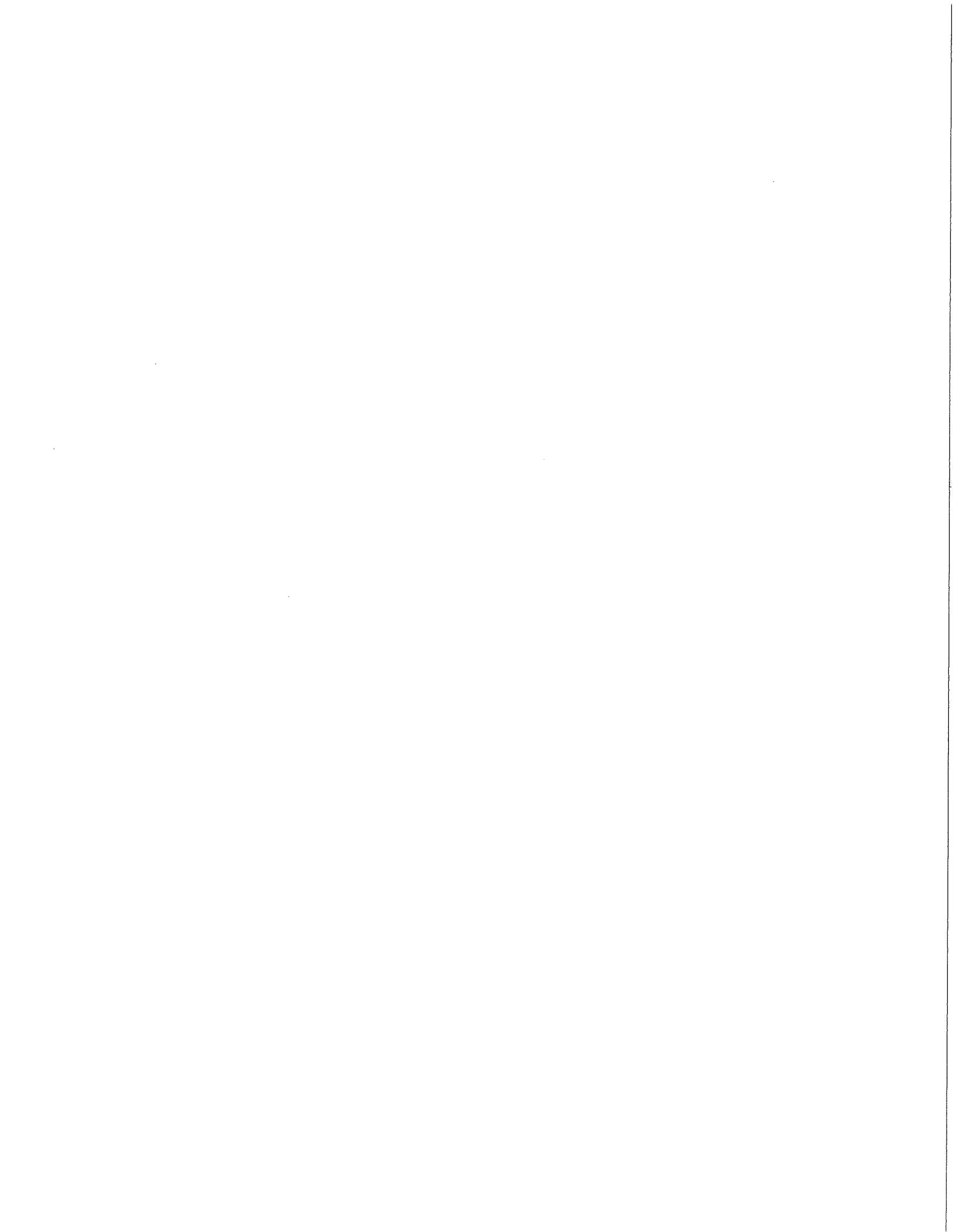
Designated to review prospects by ODOT TGM Program Manager: Sue Geniesse

Designated to review prospects by DLCD TGM Program Manager: Matt Crall

TGM Program Grants/Contracts Specialist: Frances Campo

Grants/Contracts Coordinator: Cindy Lesmeister

October 26, 2011





**City of Cascade Locks**  
PO Box 308 140 SW WaNaPa St.  
Cascade Locks, OR 97014

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

Karen Swirsky  
650 SW Columbia St.,  
Millpoint Bldg. 7100  
Bend, OR 97702

Feb. 11, 2013

Dear Ms. Swirsky:

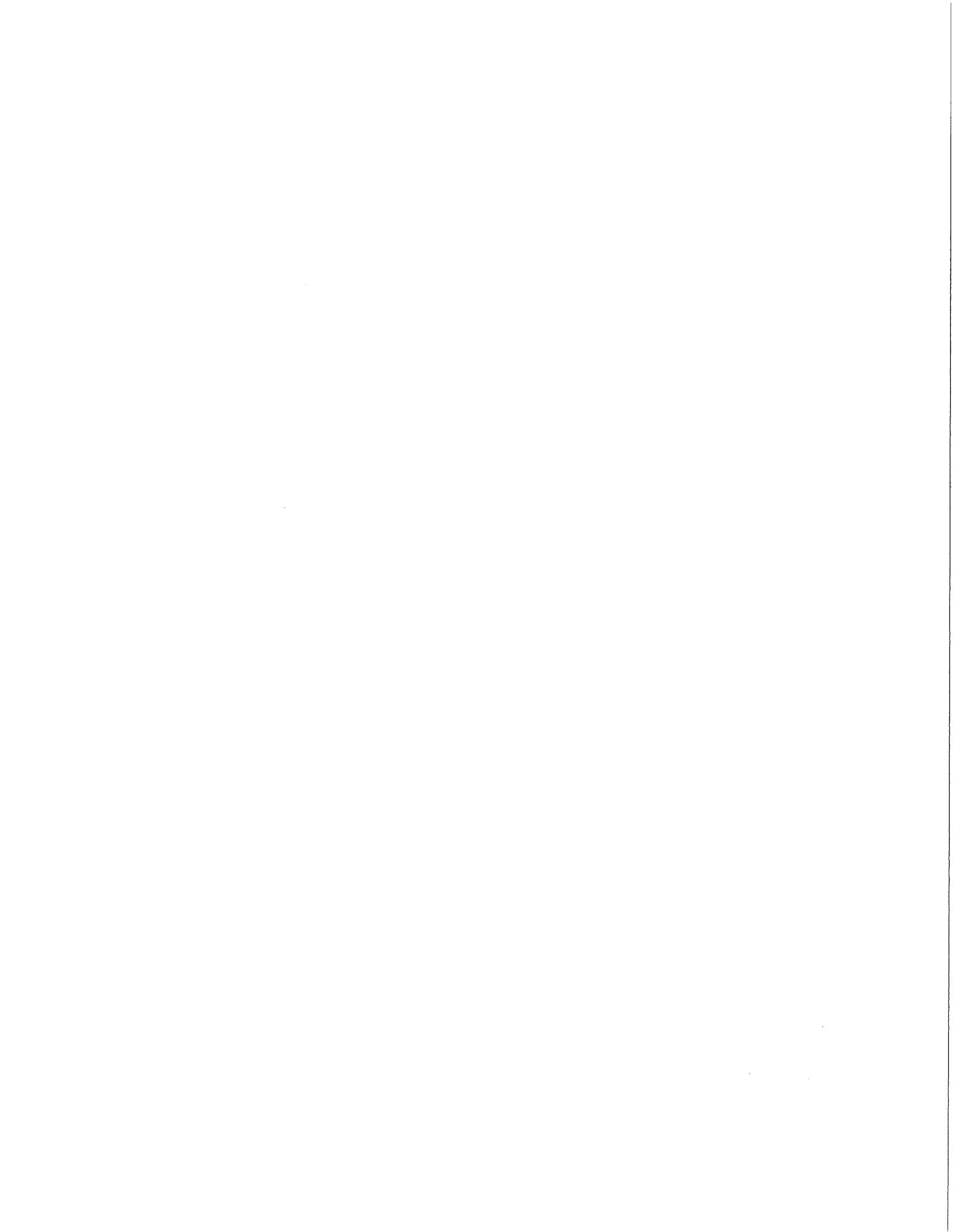
The City of Cascade Locks is trying to improve our economic development opportunities by improving our development code and regulations to be supportive of development efforts. To that end, the City would like to be considered for the ODOT and DLCD Code Assistance Project. We believe we qualify for the assistance as a community of 1,190 people with a State Highway running the length of our town and because of the eligibility rules.

1. We are interested in regulating the connection between the public realm and adjoining land uses.
2. We are willing to adopt transportation and growth management strategies as long as we can preserve the "feel" of the community while promoting intelligent growth within the community.
3. As a city we are requesting help with the code review.
4. As approved by the Council, we are requesting assistance in our development code review.
5. We believe we have the support of ODOT and DLCD.

Thank you for your help and the assistance of the Regional Solutions Team in moving Cascade Locks forward.

Sincerely,

Tom Cramblett  
Mayor of Cascade Locks



**STAFF REPORT**

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**Date Prepared: 01/30/13**

**For City Council Meeting on: February 11, 2013**

**TO: Honorable Mayor and City Council**

**PREPARED BY:** Kathy Woosley, City Recorder

*KW*  
*CZ*

**APPROVED BY:** City Administrator Zimmerman

**SUBJECT:** Repeal Ordinance No. 304.

**SYNOPSIS:** The City Council gave direction at their meeting on January 14, 2013 to close down the City's Parks and Recreation Program and move it to the Community Education Program which will be offering programs in the Cascade Locks School building.

**1. ORDINANCE NO. 304 – AN ORDINANCE CREATING A PARK AND RECREATION COMMISSION FOR CASCADE LOCKS OREGON, PROVIDING FOR THE COMMUNITY AND ADEQUATE PROGRAM AND PLAN OF PUBLIC RECREATION; DEFINING ITS DUTIES AND RESPONSIBILITIES; AND REPEALING ORDINANCE NO. 148.**

**2. ORDINANCE NO. 391- AN ORDINANCE REDUCING THE NUMBER OF MEMBERS OF THE PARKS AND RECREATION COMMISSION AND AMENDING ORDINANCE NO. 304.**

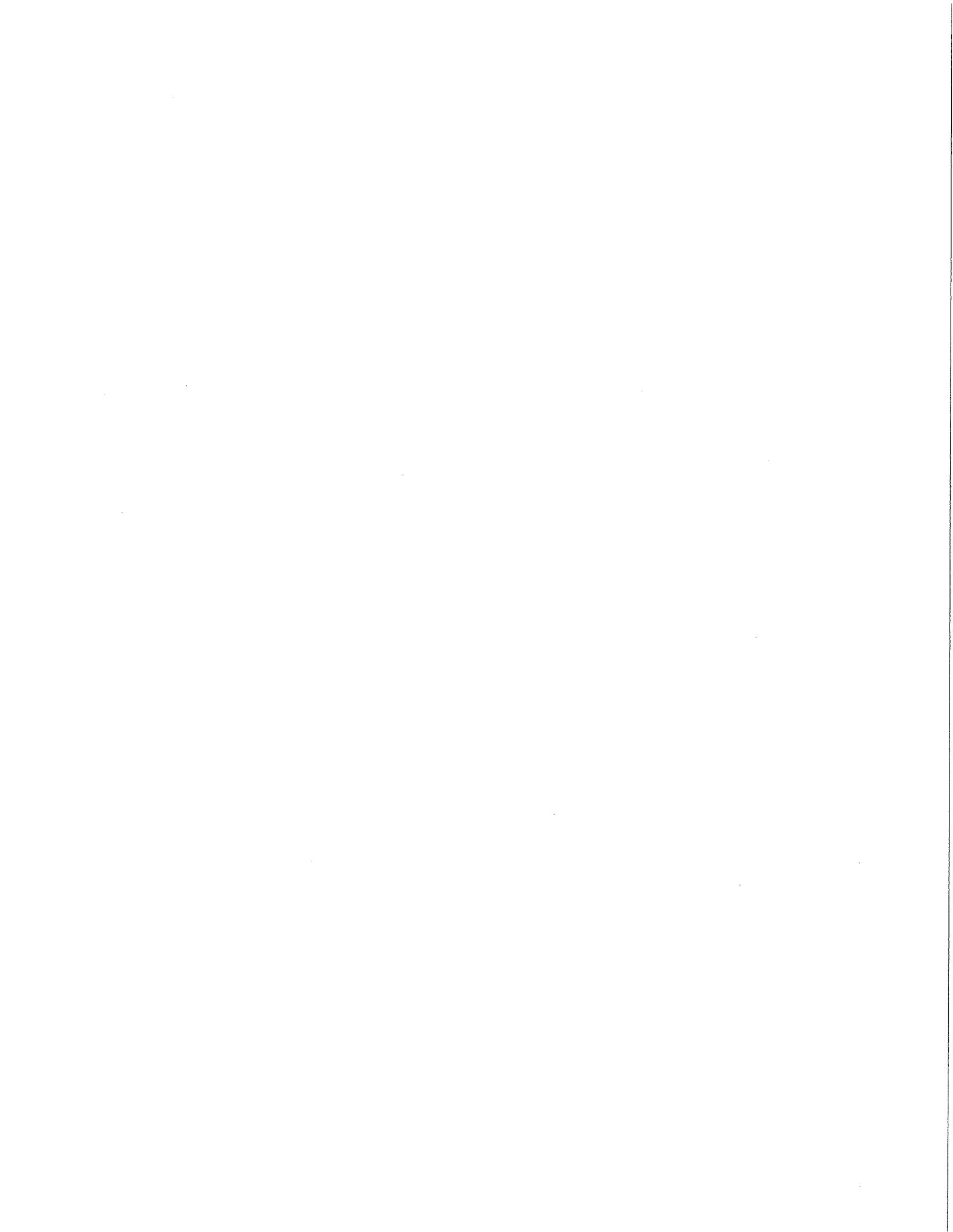
**CITY COUNCIL OPTIONS:**

1. Accept staff recommendation and repeal above mentioned ordinance.
2. Take no action at this time.
3. Other action as may be desired by City Council.

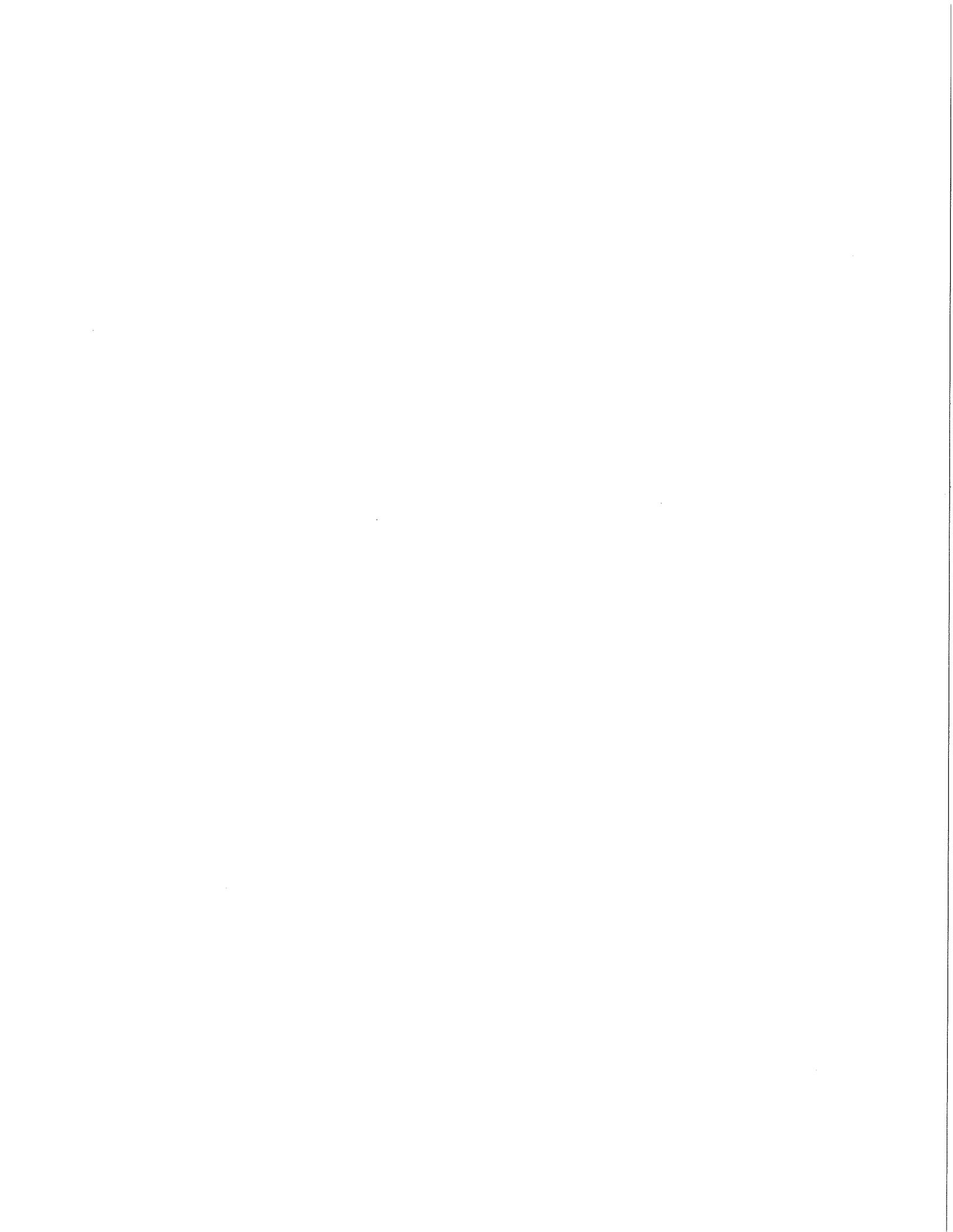
**RECOMMENDATION:** That Council, by motion, adopt and have the first reading of Ordinance No. 420, an ordinance repealing Ordinance No. 304 as amended by Ordinance No. 391.

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

**Financial review and status:** N/A







## ORDINANCE NO. 304

### **AN ORDINANCE CREATING A PARK AND RECREATION COMMISSION FOR CASCADE LOCKS OREGON, PROVIDING FOR THE COMMUNITY AND ADEQUATE PROGRAM AND PLAN OF PUBLIC RECREATION; DEFINING ITS DUTIES AND RESPONSIBILITIES; AND REPEALING ORDINANCE NO. 148.**

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

**SECTION 1. Creation of Parks and Recreation Commission.** That there be, and hereby is created a Park and Recreation Commission of Cascade Locks, Oregon, consisting of a maximum of seven (7) persons, to be appointed by the Mayor, subject to the approval by the City Council, not more than two of whom shall be non residents of the city, as hereinafter provided.

**SECTION 2. Term of Office.** The term of office of a commissioner shall be three years, or until a successor is appointed.

**SECTION 3. Meetings.** The commissioners shall hold a meeting at least once a month, at a time and place designated by the commission. If any member of the commission should be absent from three consecutive meetings without excuse, the chairman shall certify that fact to the city council, and the council shall declare the position vacant and proceed to fill the vacancy. A quorum shall be one-half of the number of commission members plus one additional member; or one-half of the number of commission members and where that number contains a fraction, that fraction shall be increased to a next whole number.

**SECTION 4. Officer and Duties.** The commission shall organize by the election of a chairman, vice-chairman, and secretary from its members. Election shall be done at the first meeting following a new year. The chairman shall preside over the meetings of the commissioners and perform such other duties as may be delegated to him/her by the commission. The vice-chairman shall act in the absence of the chairman. The secretary shall keep the minutes and any records of the commission, and shall forward to the city council a copy of minutes of the meetings no later than seven (7) days after a meeting. Commissioner responsibilities are to provide indoor and outdoor activities for the community.

**SECTION 5. Recreation Directors.** The actual application process, hiring, management and supervision, discipline and termination of recreation directors shall be the responsibility of the city administrator, as approved by the city council.

**SECTION 6. Duties of the Commission.** The duties of the commission shall consist of the power and duty to advise the city council and administrator concerning the

management, care and control of the public parks and recreation facilities now in existence, and those which may hereafter be established. More specifically:

- a) To devote due time and attention to the discharge of duties imposed upon it by provisions of this ordinance.
- b) To make suitable rules and regulations, which shall first be approved by the council, to provide a general program of public recreation for the community.
- c) To determine the form of recreation or cultural activity which should be conducted on public playgrounds, playfields, indoor recreation centers, and other recreation areas or facilities available to the commission, which will be most beneficial to the largest number of people in the community.
- d) To advise the council and those responsible for the administration of the recreation program of the commission's plans and recommendations for public recreation.
- e) To hold public hearings whenever necessary, with respect to the commission's plan and program for public recreation.
- f) Annually, to submit to those responsible for the administration of the recreation programs a proposed budget for the ensuing fiscal year.
- g) To make recommendations as to the rate or amount of any necessary service charges required for the use of any recreate facility under the jurisdiction of the commission.
- h) To make an annual report to the city council at the time the budget request is submitted and such other reports as from time to time may be requested of the commission.

**SECTION 7. Location of Recreational Activities.** Recreational activities planned by the commission may be conducted on properties under the control of the city of Cascade Locks, on other public properties with the consent of the authorities responsible for the same, and on private properties with the consent of the owners and the approval of the council.

**SECTION 8. Unbudgeted Income.** The commission may solicit or receive any gifts or bequests of money or other personal property, or any donation, to be applied, principal or income, for either temporary or permanent use of the playgrounds or other recreational purposes.

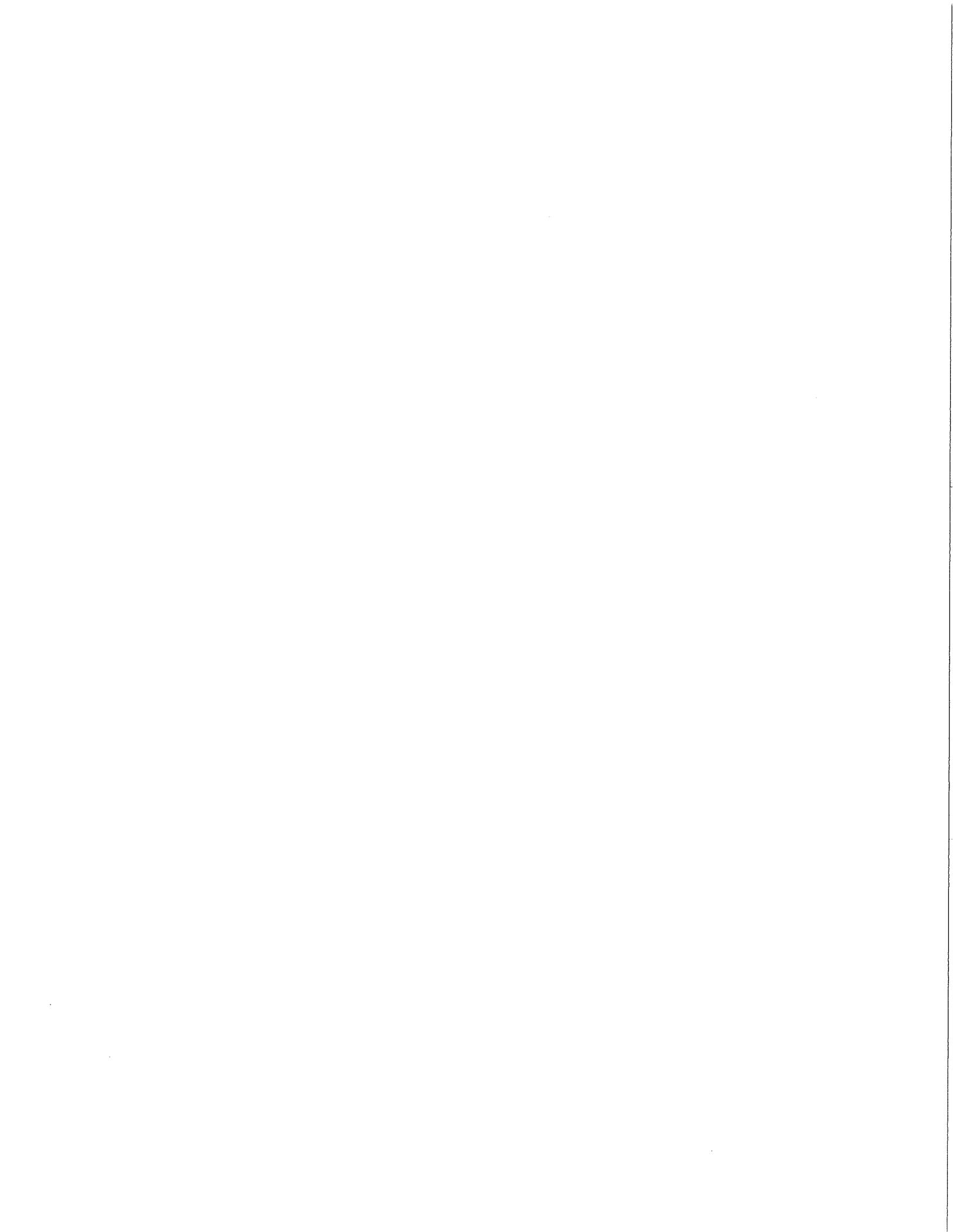
**SECTION 9. Application, Management and Direction of the Program.** The actual application, management, and direction of the program of public recreation planned by the commission shall be the responsibility of the city council; and, in administering such program, the city council and administrator shall cooperate with and seek the assistance of the administrative heads of the Hood River County School District, County of Hood River, Port of Cascade Locks, or any other public agency, so long as such bodies are participating with the city of Cascade Locks in the recreational program herein provided for.

**SECTION 10. Expenditure of Funds.** All funds budgeted and appropriated by the city of Cascade Locks for public recreation shall be expended in the same manner as

are other city funds. Any amounts contributed by other public agencies or individuals in furtherance of the recreation program shall likewise be expended by the city for park and recreation purposes.

**SECTION 11. Repealing Ordinance No. 148.** Ordinance No. 148 is hereby repealed.

Passed by the council and approved by the mayor April 26, 1993.  
[ Section 1 amended by the Council on 3/12/07]



**ORDINANCE NO. 391**

**AN ORDINANCE REDUCING THE NUMBER OF MEMBERS OF THE PARKS AND RECREATION COMMISSION AND AMENDING ORDINANCE NO. 304**

**WHEREAS**, Ordinance No. 304 specifies that the Parks and Recreation Commission consists of a maximum of ten (10) persons; and

**WHEREAS**, it has proved to be difficult to find enough candidates willing to fill that many positions on this Commission; and

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

**SECTION 1. Amending Ordinance No. 304 to Reduce the Maximum Number of Members of the Parks and Recreation Commission.** The City Council hereby amends Ordinance No. 304 as follows:

**Delete from Ordinance No. 304:**

~~**SECTION 1. Creation of Parks and Recreation Commission.** That there be, and hereby is created a Park and Recreation Commission of Cascade Locks, Oregon, consisting of a maximum of (10) persons, to be appointed by the mayor, subject to the approval by the city council, not more than two of whom shall be non residents of the city, as hereinafter provided.~~

**Add to Ordinance No. 304:**

**SECTION 1. Creation of Parks and Recreation Commission.** That there be, and hereby is created a Park and Recreation Commission of Cascade Locks, Oregon, consisting of a maximum of *seven (7)* persons, to be appointed by the Mayor, subject to the approval by the City Council, not more than two of whom shall be non residents of the city, as hereinafter provided.

**SECTION 2. Effective Date.** This ordinance shall become effective thirty days after adoption by the City Council and approval by the Mayor.

**ADOPTED** by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2007.

**APPROVED** by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2007.

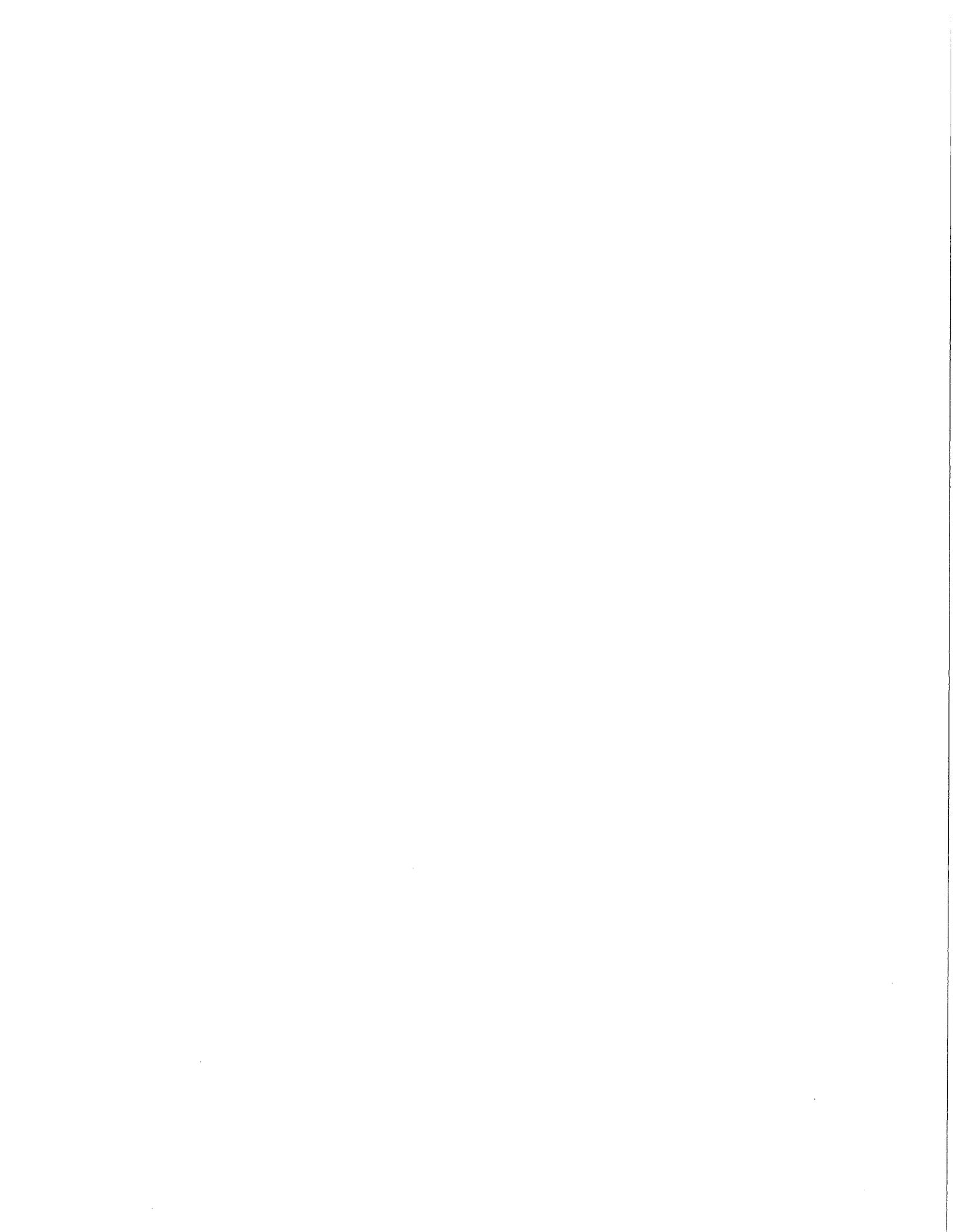
\_\_\_\_\_  
Mayor

ATTEST:

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

First Reading Approved: 03/12/07; Ayes 7 ; Nays 0

Second Reading Approved: 03/12/07; Ayes 7 ; Nays 0



**STAFF REPORT**

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Date Prepared: 01/30/13

For City Council Meeting on: February 11, 2013

**TO: Honorable Mayor and City Council**

**PREPARED BY:** Kathy Woosley, City Recorder 

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

**SUBJECT:** Ordinances to be repealed.

**SYNOPSIS:** In preparation for codification of City ordinances, it is advisable to repeal or eliminate unnecessary or duplicative city ordinances. Staff has completed a review of current ordinances and proposed the following ordinances be repealed. The first reading of Ordinance No. 419 took place at the January 14, 2013 Council meeting and the motion was made. This meeting will require the second reading and a vote on the motion.

**1. ORDINANCE NO. 123** – AN ORDINANCE CREATING THE OFFICE OF CITY TREASURER, DEFINING THE DUTIES THEREOF, AND REPEALING **ORDINANCE NO. 3**.

**2. ORDINANCE NO. 152** – AN ORDINANCE PROVIDING FOR THE OPERATION, MAINTENANCE AND DEVELOPMENT OF A CASCADE LOCKS HISTORICAL MUSEUM; THE ESTABLISHMENT OF A MUSEUM COMMISSION; AND THE POWERS OF THE COMMISSION.

**3. ORDINANCE NO. 346** – AN ORDINANCE AUTHORIZING THE CITY ORDINANCE ENFORCEMENT OFFICER TO ACT ON BEHALF OF THE CITY IN THE ENFORCEMENT OF CITY ORDINANCES; AND DECLARING AN EMERGENCY.

All current ordinances will be forwarded to American Legal Publishing for codification. These are ordinances that are no longer current or valid. City Attorney Sosnkowski is working on a procurement ordinance for the City that will meet the City's needs and will be before Council at a future meeting.

Part of the codification process is a review of our ordinances by American Legal Publishing's attorneys with a recommendation back to Council for any further deletions or additions of ordinances and to assure that we have meets statutory conformity and does not conflict with existing state and federal law.

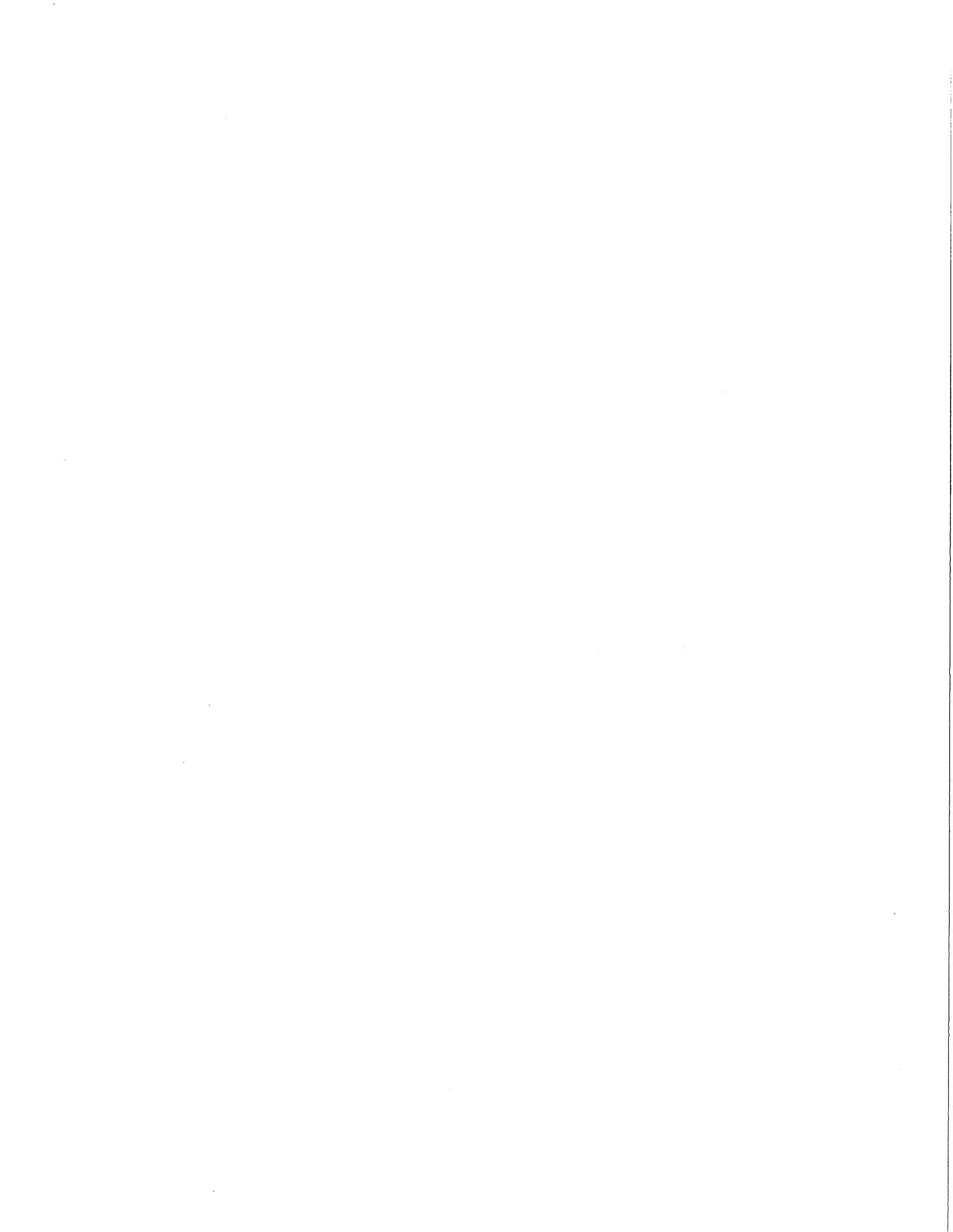
**CITY COUNCIL OPTIONS:**

1. Accept staff recommendation and repeal above mentioned ordinances.
2. Take no action at this time.
3. Other action as may be desired by City Council.

**RECOMMENDATION:** That Council, by motion, have the second reading and vote on the adoption of Ordinance No. 419, repealing Ordinance No's. 123, 152, and 346.

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

**Financial review and status:** N/A



**ORDINANCE NO. 419**

**AN ORDINANCE REPEALING ORDINANCES 123, 152, AND 346.**

**WHEREAS**, the City of Cascade Locks is in the process of reviewing all City ordinances and has found that Ordinances 123, 152, and 346 are no longer applicable or needed; and

**WHEREAS**, the City should repeal unnecessary ordinances;

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

**SECTION 1. Repeal.** Ordinances 123, 152, and 346 are repealed.

**ADOPTED** by the City Council this 11th day of February, 2013.

**APPROVED** by the Mayor this 11<sup>th</sup> day of February, 2013.

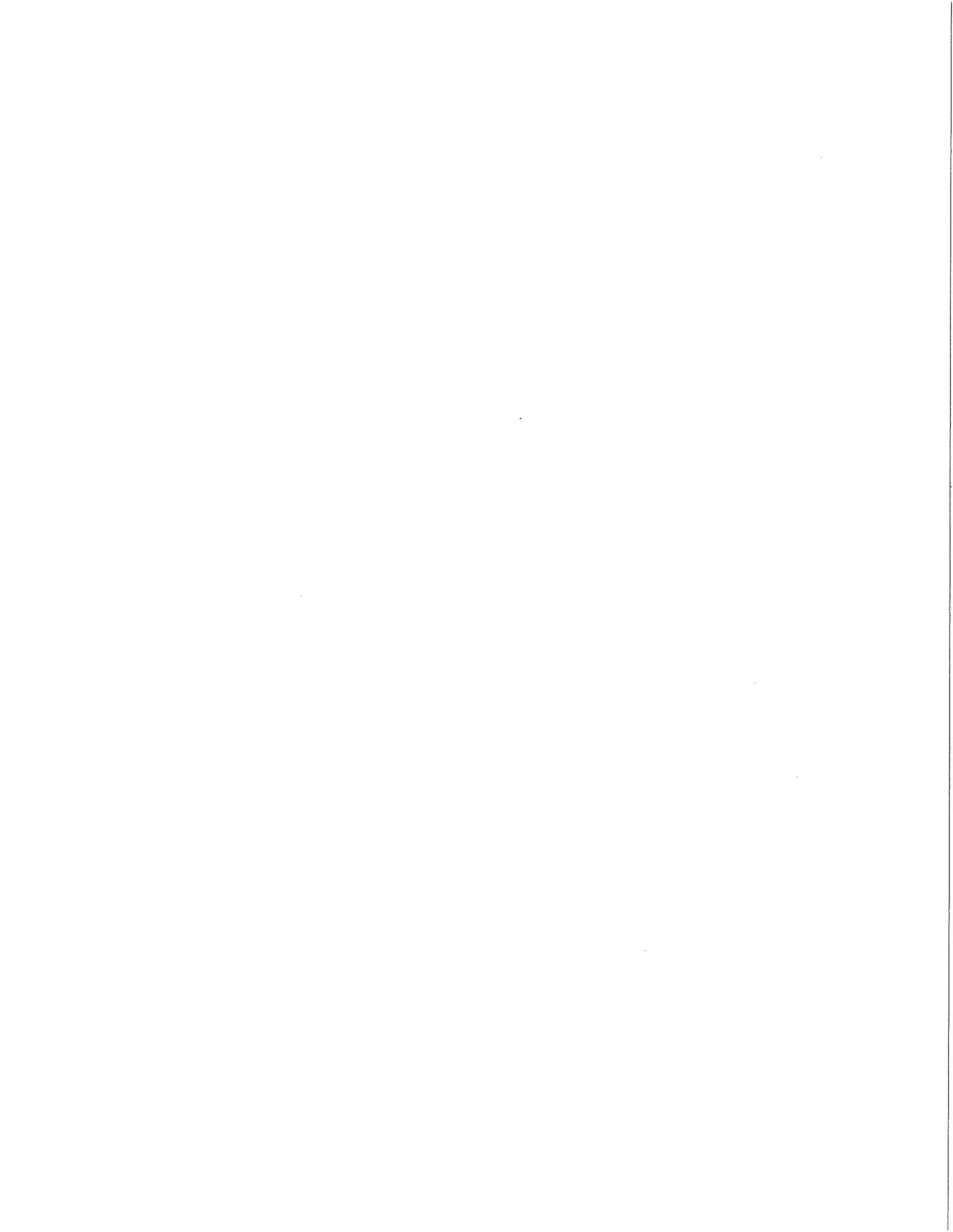
\_\_\_\_\_  
Mayor

ATTEST:

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

First Reading Approved: January 14, 2013;      Ayes 6    Nays 0

Second Reading Approved: \_\_\_\_\_;      Ayes \_\_\_\_    Nays \_\_\_\_



**STAFF REPORT**

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**Date Prepared:** 1/22/13

**For City Council Meeting on: February 11, 2013**

**TO:** Honorable Mayor and City Council

**PREPARED BY:** Sheldon Price, Public Works Field Maintenance Supervisor *SP*

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

**SUBJECT:** Emergency F550 Repair.

**SYNOPSIS:** The front end of the F550 was in need of immediate repair as it has to be used as a plow truck. It is the time of year that a plow truck could be necessary without advance notice, so the repair had to be done immediately. During the repair, several other issues were found that increased the anticipated cost of the repair.

**CITY COUNCIL OPTIONS:**

1. Authorize payment of invoice dated 1/2/13 from Cascade Locks Automotive in the amount of \$3,672.00 for F550 repair.
2. Take no action at this time.
3. Provide another direction for staff.

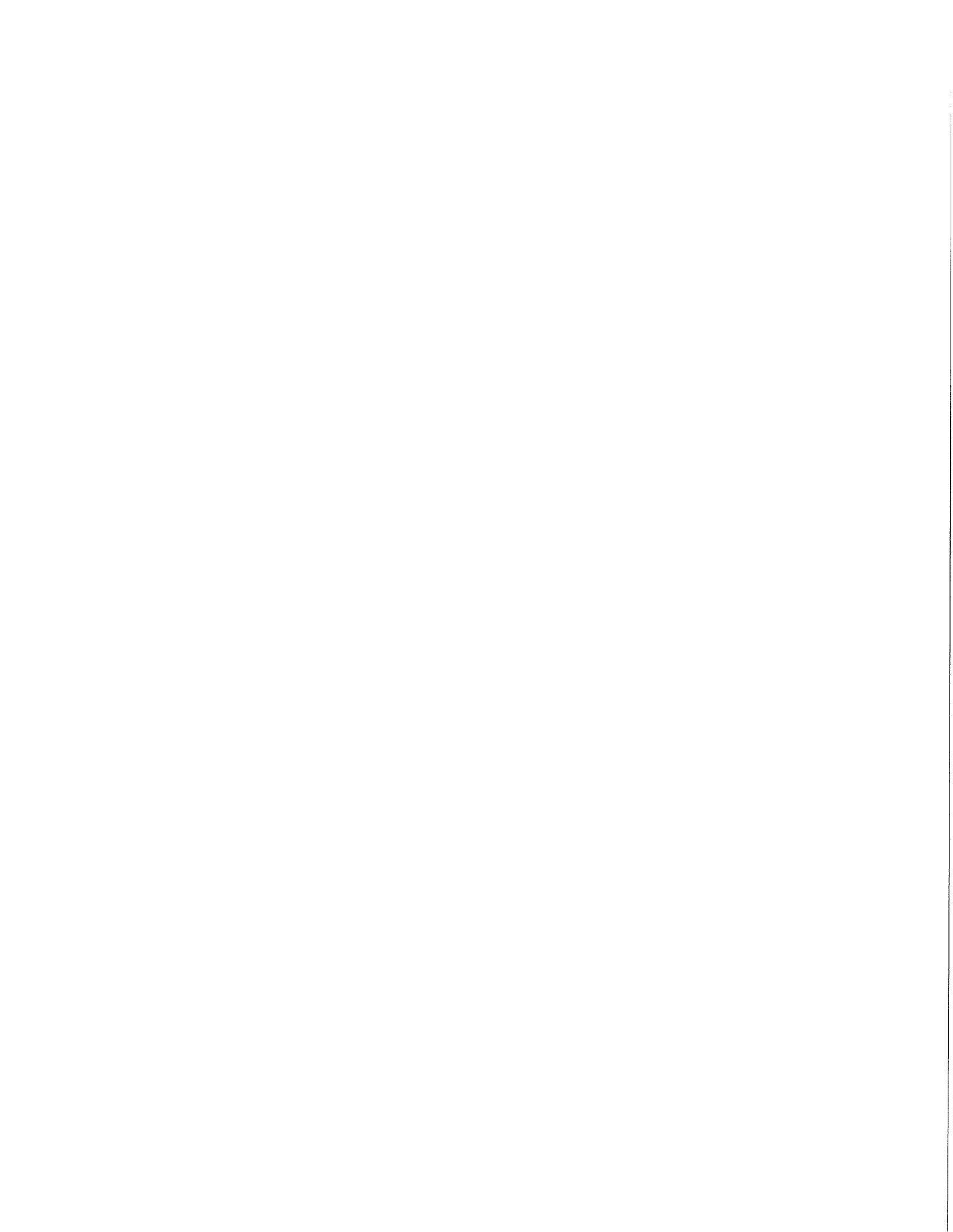
**RECOMMENDATION:** That City Council, by motion, authorize payment in the amount of \$3,672 for invoice dated 1/2/13 for Cascade Locks Automotive.

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

**Financial review and status:** As this truck is used in several departments through out the year, the cost will be expensed out of the vehicle maintenance line item with \$1,224 charged to each the Water, Sewer, and Street Departments respectively.

**BACKGROUND INFORMATION:**

1. Council recently approved financial policies setting a standard for preference for vehicle repairs to be done locally. As the repair may have been less expensive elsewhere, the Public Works Department was very comfortable and pleased with taking the truck to CL Automotive for repair. Mark kept the department informed throughout the repair.
2. The invoice detailing the work is attached.



# CASCADE LOCKS AUTOMOTIVE

CCL CHEVRON

437 Wa NA Pa St.

Cascade Locks Oregon 97014

541 374-8449

**Customer:** City of CL **Ph** 541-374-8484 **Cell** 541-490-5610 **DATE** 01-02-13

**Address** PO Box 308 **City & State** Zip Cascade Locks, OR 97014

**Year** 2004 **Make** Ford **Model** F550 4x4 **License Plate** E239982 (OR)

**Engine Size** 6.0L **Mileage** . **VIN** 1FDAF57P14ED38417

*Front end work*

**System repaired:** Upper Lower Ball Joints, Parking lamp assembly, Steering stabilizer

|   |              |            |
|---|--------------|------------|
| 1) Upper Ball Joint (2) #4C3Z 3049              | 2 @ \$72ea   | \$ 144.00  |
| 2) Lower Ball Joint (2) #5C3Z 3050              | 2 @ \$114ea  | \$ 228.00  |
| 3) Steering stabilizer #F81Z 3E651 DA           |              | \$ 86.00   |
| 4) Parking lamp assembly #2C3Z 13200 AACP       |              | \$ 70.00   |
| 5) Bearing hub assembly (2) #3C3Z 1104 CA       | 2 @ \$580ea  | \$1,160.00 |
| 6) Knuckle seal Inner (2) #2C3Z 3254 AA         | 2 @ \$64ea   | \$ 128.00  |
| 7) Knuckle outer (2) #3C3Z 3254 CA              | 2 @ \$78ea   | \$ 156.00  |
| 8) Drive axle U-Joints (2) #F81Z 3249 AA        | 2 @ \$64ea   | \$ 128.00  |
| 9) Steering Knuckle (Driver side) #4C3Z 3131 BA |              | \$ 644.00  |
| 10) Bolts for hub assy (8) #F81Z 1107 AA        | 8 @ \$6ea    | \$ 48.00   |
| 11) Valvoline 75w90 Synthetic                   | 3qt @ \$15ea | \$ 45.00   |
| 12) Hazardous waste / shop supplies             |              | \$ 15.00   |

*31-405-62441  
21-405-62441  
03-405-62441*

|         |       |            |
|---------|-------|------------|
| PARTS   |       | \$2,852.00 |
| Freight |       | \$ 60.00   |
| LABOR   | 9.5hr | \$ 760.00  |

**TOTAL P&L----- \$3,672.00**

Customer approves of all services performed and has authorized the above. All work is warranted for six months or 12,000 miles whichever comes first. All warranty work must be performed by CCL Chevron in Cascade Locks, repairs performed elsewhere void all warranties.

City of Cascade Locks \_\_\_\_\_

Date \_\_\_\_\_

Representative Print \_\_\_\_\_

Date \_\_\_\_\_



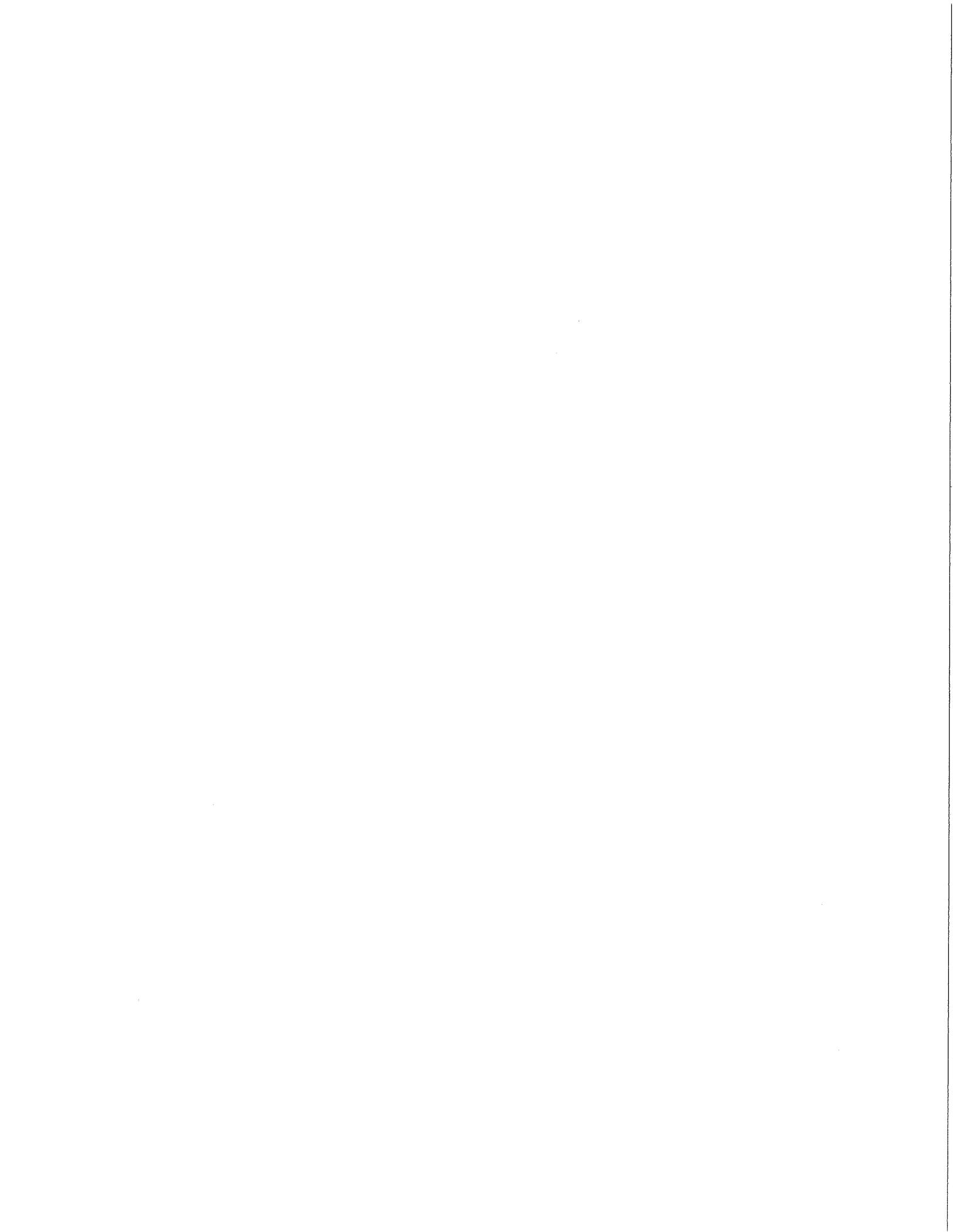
Find us on  
**Facebook**

Cascade Locks Chevron

*A/R - CHARGE  
② 4-18-13*

*[Signature]*

*Recommend: 1) Fuel system service 2) sway bar ends/Bushings  
3) cooling system flush 4) service drive-train fluids*



**CASCADE LOCKS STAFF REPORT**

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**Date Prepared: Feb. 4, 2013**

**For City Council Meeting on: Feb. 11, 2013**

**TO: Honorable Mayor and City Council**

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

**SUBJECT: ODOT Flexible Source Agreement**

**SYNOPSIS:** For a number of years the City of Cascade Locks has an agreement with the Oregon Department of Transportation (ODOT) for the exchange of goods between the two. We use rock and de-icer for our city streets. They use water in their tanker trucks. ODOT is not allowed to operate under these informal agreements now. They have provided an ODOT Flexible Service Agreement for the City of Cascade Locks No. 20656. A copy is attached. They have similar arrangements with Hood River County, Chemeketa Community College, the Port of Portland, Wasco County, Polk County, Hillsboro, Multnomah County, Portland, Tillamook County, Marion County, Benton County, and Tri-Met.

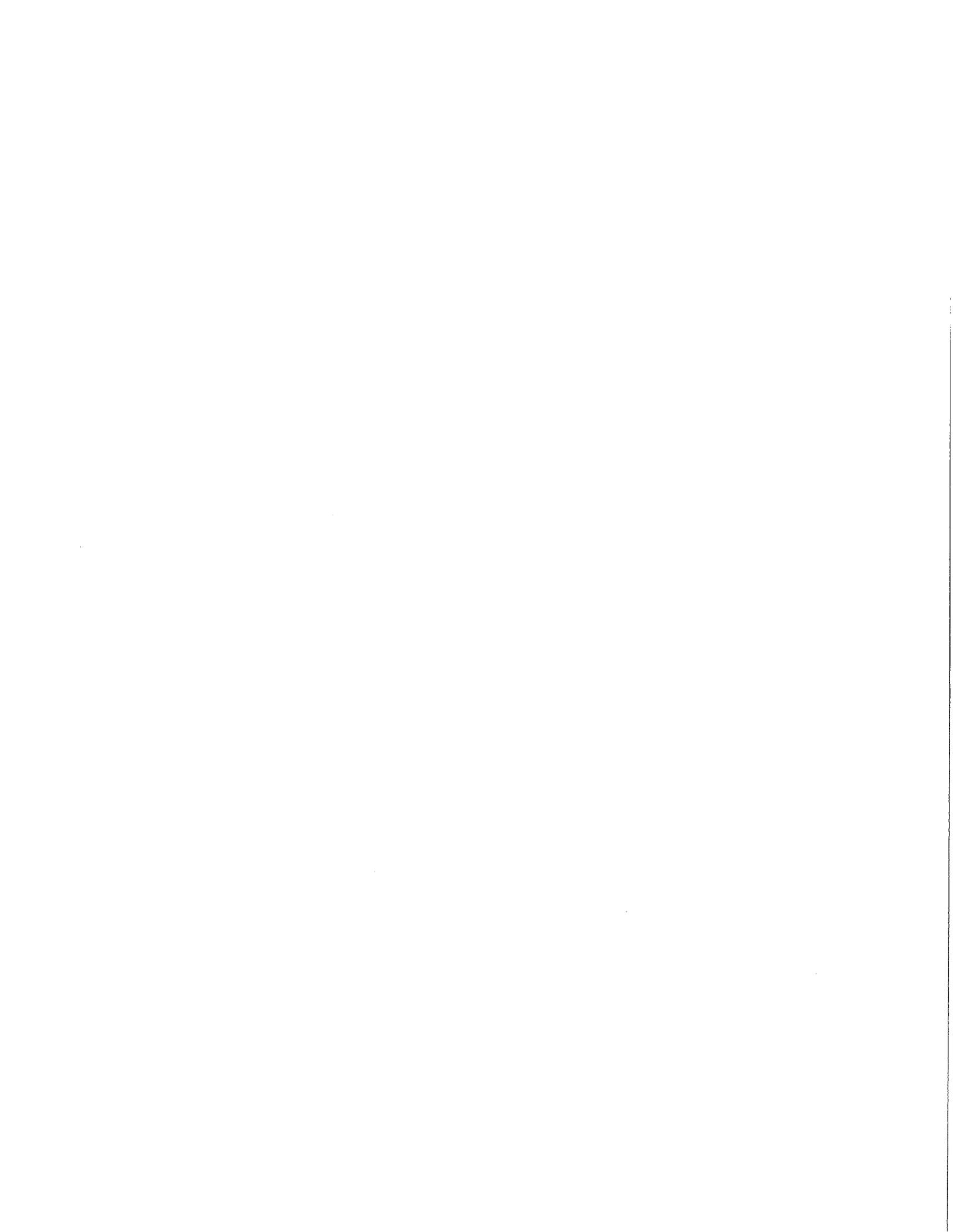
Once we sign the agreement, each agency will track the usage of the traded material. Once a year the City and ODOT will get together to reconcile the charges and exchange invoices as necessary.

**CITY COUNCIL OPTIONS:** The City Council has the following options related to this issue.

1. Approve the Flexible Source Agreement.
2. Reject the Flexible Source Agreement.

**RECOMMENDATION:** "I move to approve the ODOT Flexible Service Agreement and authorize the Mayor to sign on behalf of Cascade Locks."

**Financial review and status:** Since we use very little rock and de-icer, Public Works believes this arrangement will bring in a small amount of revenue each year.



**AMENDMENT NUMBER 01**  
**ODOT FLEXIBLE SERVICE AGREEMENT**  
**Intergovernmental Agreement for Equipment and Services with**  
**The Oregon Department of Transportation**

The **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as "ODOT," and the cities and counties which have signed on to this Agreement, hereinafter referred to collectively as "Agencies," entered into an Agreement on April 17, 2006. Said Agreement covers procedures for sharing road and highway services, equipment and materials and to define legal relationships and responsibilities for any services or equipment sharing between ODOT and any of the Agencies.

It has now been determined by ODOT and Agencies that the Agreement referenced above shall be amended to extend the term of the Agreement, correct and update standard language, update contact information and update Exhibit A. Except as expressly amended below, all other terms and conditions of the Agreement are still in full force and effect.

**ODOT Flexible Services Maintenance Agreement Signature Page shall be deleted in its entirety and replaced with the attached Revised ODOT Flexible Services Maintenance Agreement Signature Page. All references to "ODOT Flexible Services Maintenance Agreement Signature Page" shall hereinafter be referred to as "Revised ODOT Flexible Services Maintenance Agreement Signature Page."**

**Exhibit A, Work Order Authorization, shall be deleted in its entirety and replaced with the attached Revised Exhibit A, Work Order Authorization. All references to "Exhibit A, Work Order Authorization" shall hereinafter be referred to as "Revised Exhibit A, Work Order Authorization."**

**TERMS OF AGREEMENT, Paragraph 5, Page 3, which reads:**

5. The term of this Agreement shall begin upon signature by ODOT and the first Party to execute said Agreement and shall be in effect for a period of five (5) years. The Agreement may be extended at that time by mutual consent of all parties in the form of an amendment to this Agreement.

**Shall be deleted in its entirety and replaced with the following:**

5. a. The term of this Agreement shall begin upon the signature by ODOT and first Party to execute this Agreement and shall terminate April 17, 2021.

b. Amendment No. 1 extends this Agreement for another ten (10) years, but continued participation after April 17, 2011 by an individual Party will be viewed as

terminated unless the Party has signed Amendment No. 1. No activity after April 17, 2011 shall be considered as billable under this Agreement without a Party's execution of this Amendment 1. After April 17, 2011, the Agreement may still be extended by mutual consent of the Parties by signing Amendment No. 1, at any time during the term established by Amendment No. 1. Any Party's current Equipment Sharing Catalogue already on file for this Agreement shall remain active if the Party signs Amendment No. 1.

**TERMS OF AGREEMENT, Paragraph 6, Page 3, which reads:**

6. This Agreement may be modified by mutual consent of all Parties and upon execution of amendments to this Agreement stating said modifications. If the total cost of any Work Order under this Agreement exceeds \$100,000, the Department of Justice must review and approve any amendments and/or Work Orders prior to performance of any work. At no time shall total cost under this Agreement for services provided to ODOT (including all Work Orders) exceed a total amount of \$4,000,000 per calendar year for an Agreement total of \$20,000,000 without first obtaining a fully executed amendment to this Agreement.

**Shall be deleted in its entirety and replaced with the following:**

6. This Agreement may be modified by mutual consent of all Parties and upon execution of amendments to this Agreement stating said modifications. If the total cost of any Work Order under this Agreement exceeds \$150,000, the Department of Justice must review and approve any amendments and/or Work Orders prior to performance of any work. At no time shall total cost under this Agreement for services provided to ODOT (including all Work Orders) exceed a total amount of \$4,000,000 per calendar year for an Agreement total of \$20,000,000 without first obtaining a fully executed amendment to this Agreement.

**SCOPE OF WORK, Paragraph 1, Page 3, which reads:**

1. ODOT's District Managers, or their approved designees, may request services from Agencies on an as-needed basis for work performed on ODOT-owned and maintained highways and highway right of way. Service requests shall be a written request in the form of a Work Order Authorization, attached hereto as Exhibit A and made a part of this Agreement. The Work Order Authorization may be signed by ODOT's District Manager, or their approved designee. Each Work Order Authorization shall be issued pursuant to this Agreement and the provisions of this Agreement shall be incorporated into each Work Order Authorization. Both parties shall sign the Work Order Authorization before commencement of work. Under emergency conditions, the Work Order Authorization may be faxed. Both parties shall sign the faxed Work Order Authorization before work begins. An original signed

Work Order Authorization shall be completed and returned to the originating party within ten (10) working days.

**Shall be deleted in its entirety and replaced with the following:**

1. ODOT's District Managers, or their approved designees, may request services from Agencies on an as-needed basis for work performed on ODOT-owned and maintained highways and highway right of way. Service requests shall be a written request in the form of a Work Order Authorization, attached hereto as Revised Exhibit A Work Order Authorization and made a part of this Agreement. The Work Order Authorization may be signed by ODOT's District Manager, or their approved designee. Each Work Order Authorization shall be issued pursuant to this Agreement and the provisions of this Agreement shall be incorporated into each Work Order Authorization. Both parties shall sign the Work Order Authorization before commencement of work. Executed Work Order Authorizations shall be sent by the originating party to Ted Miller, ODOT's Region 1 Operations Manager, 123 NW Flanders Street, Portland, OR 97209, Telephone: (503)731-8559;email: Theodore.C.Miller@odot.state.or.us or assigned designee upon individual's absence.

**SCOPE OF WORK, Paragraph 2, Page 3, which reads:**

2. Agencies may request services from ODOT on an as-needed basis for work performed on city or county owned and maintained streets or roads and city or county right of way. Service requests shall be a written request in the form of a Work Order Authorization, as shown on Exhibit A. The Work Order Authorization may be signed by the Agencies Public Works Director, Street Foreman, or their approved designee. Each Work Order Authorization shall be issued pursuant to this Agreement and the provisions of this Agreement shall be incorporated into each Work Order Authorization. Both parties shall sign the Work Order Authorization before commencement of work. Under emergency conditions, the Work Order Authorization may be faxed. Both parties shall sign the faxed Work Order Authorization before work begins. An original signed Work Order Authorization shall be completed and returned to the originating party within ten (10) working days. Upon execution of this Agreement, Agencies shall provide the names and titles of the individuals authorized to sign the Work Order Authorizations to ODOT on the signature page attached to this Agreement.

**Shall be deleted in its entirety and replaced with the following:**

2. Agencies may request services from ODOT on an as-needed basis for work performed on city or county owned and maintained streets or roads and city or county right of way. Service requests shall be a written request in the form of a Work Order Authorization, as shown on the attached Revised Exhibit A Work Order

Agencies/ODOT  
Agreement No. 20,656-01

Authorization. The Work Order Authorization may be signed by the Agencies Public Works Director, Street Foreman, or their approved designee. Each Work Order Authorization shall be issued pursuant to this Agreement and the provisions of this Agreement shall be incorporated into each Work Order Authorization. Both parties shall sign the Work Order Authorization before commencement of work. Upon execution of this Agreement, Agencies shall provide the names and titles of the individuals authorized to sign the Work Order Authorizations to ODOT on the signature page attached to this Agreement. Executed Work Order Authorizations shall be sent by the originating party sent to Ted Miller, ODOT's Region 1 Operations Manager, 123 NW Flanders Street, Portland, OR 97209, Telephone: (503)731-8559; email: Theodore.C.Miller@odot.state.or.us or assigned designee upon individual's absence.

**REIMBURSEMENT INSTRUCTIONS, Paragraph 2, Page 4, which reads:**

2. Billings to ODOT shall be submitted to ODOT's Region 1 Operations/Maintenance Manager at 123 NW Flanders St., Portland, OR 97204. Billings to Agencies shall be submitted to the contact person and address provided on the individual Agency signature page.

**Shall be deleted in its entirety and replaced with the following:**

2. Billings to ODOT shall be submitted to Ted Miller, ODOT's Region 1 Operations Manager, 123 NW Flanders Street, Portland, OR 97209, Telephone: (503) 731-8559; email: Theodore.C.Miller@odot.state.or.us or assigned designee upon individual's absence. Billings to Agencies shall be submitted to the contact person and address provided on the individual Agency signature page.

**EXPENDITURE AUTHORIZATION, Paragraph 1, Page 4, which reads:**

1. All Parties certify, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within their current appropriation or limitation of their current biennial budget. No Party shall be indebted or liable for any obligation created by this Agreement in excess of the debt limitation as stated in Article XI, Section 7, of the Oregon Constitution. No Party shall assume any debts of the other Parties in violation of Article XI, Section 8, of the Oregon Constitution.

**Shall be deleted in its entirety and replaced with the following:**

1. Agencies certify, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within their current appropriation or limitation of the current biennial budget. No Party shall be indebted or liable for any obligation created by this Agreement in excess of the

Agencies/ODOT  
Agreement No. 20,656-01

debt limitation as stated in Article XI, Section 7, of the Oregon Constitution. Agencies shall not be indebted or liable for any obligation created by this Agreement in excess of the debt limitation of Article XI, Section 10, of the Oregon Constitution.

**EQUIPMENT AND SERVICES, Paragraph 9, Page 6, which reads:**

9. The Parties shall maintain accurate and up-to-date records of all rentals of equipment and operators. Said records will be kept available for inspection by representatives of each Party for a period of three years following termination of this Agreement.

**Shall be deleted in its entirety and replaced with the following:**

9. All Parties shall maintain accurate and up-to-date records of all rentals of equipment and operators. Said records will be kept available for inspection by representatives of each Party for a period of six (6) years following termination of the Agreement.

**Insert new EQUIPMENT AND SERVICES, Paragraph 11, to read as follows:**

11. The user is responsible for any damage to rented equipment reasonably considered to be beyond normal wear and tear.

**GENERAL PROVISIONS, Paragraph 3, Page 6, which reads:**

3. The Parties acknowledge and agree that each of the other Parties, the Oregon Secretary of State's office, and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of each Party that are pertinent to this Agreement to perform examinations and audits and make excerpts and transcripts. The Parties shall retain and keep all files and records for a minimum of three years following termination of the Agreement.

**Shall be deleted in its entirety and replaced with the following:**

3. The Agencies acknowledge and agree that ODOT, the Oregon Secretary of State's office and the federal government and their duly authorized representatives shall have access to the books, documents, papers, and records of the Agencies which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by ODOT.

**GENERAL PROVISIONS, Paragraphs 8 and 9, shall be deleted their entirety and shall be identified as RESERVED.**

Agencies/ODOT  
Agreement No. 20,656-01

**GENERAL PROVISIONS, Paragraph 10, Page 8, which reads:**

10. All employers under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers, unless such employers are exempt under ORS 656.126. All employers shall ensure that each of its contractors complies with these requirements.

**Shall be deleted in its entirety and replaced with the following:**

10. All employers, including the Agencies, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. The Agencies shall ensure that each of its contractors complies with these requirements.

**Insert new GENERAL PROVISIONS, Paragraphs 17 through 22, to read as follows:**

17. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against ODOT or any other Party or Parties with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

18. With respect to a Third Party Claim for which ODOT is jointly liable with any other Party or Parties (or would be if joined in the Third Party Claim), ODOT shall contribute to the amount of expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred and paid or payable by the Agency in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of the Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of the Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. ODOT's contribution amount in

**REVISED**

**ODOT Flexible Services Maintenance Agreement Signature Page**

IN THE WITNESS WHEREOF, the Public Entity \_\_\_\_\_  
(Party) has caused THIS AGREEMENT to be executed by its duly authorized  
representatives as the date of their signatures below:

\_\_\_\_\_  
Signature of Officer                      Date                      Officer's title

\_\_\_\_\_  
Signature of Officer                      Date                      Officer's title

\_\_\_\_\_  
Signature of Counsel                      Date                      Counsel's title

**Name and Title of the Agency's Authorized Signer for Work Orders:**

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Name, Title, Address, Phone and email of **additional contact for coordination** of this Agreement and/or Work Order Authorizations:

**Agency's maximum annual total obligation, if different than established in Reimbursement Instructions, Paragraph 4, shall be \$ \_\_\_\_\_.**

**Send the original Agreement Signature Page (this page), and the Equipment Sharing Catalog (See: page 2, revised paragraph 5) or Updates to:**

Theodore C. Miller, ODOT Region 1 Operations/Maintenance Manager  
ODOT Region 1, 123 NW Flanders Street, Portland, OR 97209,  
Telephone: (503)731-8559, Email: Theodore.C.Miller@odot.state.or.us

**REVISED EXHIBIT A  
WORK ORDER AUTHORIZATION**

- ODOT Requesting \_\_\_\_\_ to Perform Work
- \_\_\_\_\_ Requesting ODOT to Perform Work

Agreement No. 20,656 Work Order No. \_\_\_\_\_

Under the terms of Agreement No. 20,656 between the Oregon Department of Transportation (ODOT) and \_\_\_\_\_, which is hereby incorporated by reference, the following Project work is authorized:

Project Name:  Flexible Maintenance Services

Total Authorized Amt. this Work Order \$ \_\_\_\_\_ Expenditure Acct. No.: \_\_\_\_\_  
 Work Order Start Date: \_\_\_\_\_ Work Order End Date: \_\_\_\_\_

| <b>Effective Date: No Work shall occur until signed by all parties.</b> | <b>Totals</b> |
|---|---------------|
| Expenditure Account No.   | No.           |
| A. Amount authorized for this Work Order                                | \$            |
| B. Amount authorized on prior Work Orders                               | \$            |
| C. Total Amount authorized for all Work Orders (A+B=C)                  | \$            |
| D. Agreement Not-to-Exceed amount                                       | \$            |
| E. Amount remaining on Agreement (D-C=E)                                | \$            |

SCOPE OF WORK (tasks, hours per task, estimated cost per task, and staff assigned to do the work and their hourly rate. Specify the Party responsible for providing materials and the Party responsible for material costs associated with the Project or services). Work necessary to complete Project or services as described in original Agreement scope of work: (Indicate which services are to be used by checking appropriate box(es)).

Maintenance Services and Equipment Rental: *(List work shown below)*

- Patching (100-102, 107-108)  Shouldering (111-112, 119)  Ditching (120)  Sweeping (116-117)  
 Vegetation Control (131)  Striping (140-141, 147)  Winter Maintenance (170-171, 179-181, 192)  
 Brushing (132-133)  Signing (142-143)  Landscaping (136)  Drainage (121)  Guardrail Repair (151)  Bridge Repair (163, 169)  Hazardous Material Spills (149)  Equipment Rental (specify equipment)

General Description of Project: \_\_\_\_\_

This Work Order Authorization may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Work Order Authorization so executed shall constitute an original.

--SIGNATURE PAGE TO FOLLOW--

Agencies/ODOT  
Agreement No. 20,656-01

any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if the ODOT had sole liability in the proceeding.

19. With respect to a Third Party Claim for which any other Party or Parties is jointly liable with ODOT (or would be if joined in the Third Party Claim), the Party or Parties shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the ODOT in such proportion as is appropriate to reflect the relative fault of the Party or Parties on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Party or Parties on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
20. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
21. The Agencies shall require any contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Agencies' contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that ODOT shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of ODOT, be indemnified by the contractor and subcontractor from and against any and all Claims.
22. Any such indemnification shall also provide that neither the Agencies' contractor and subcontractor nor any attorney engaged by Agencies' contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agencies' contractor is prohibited from

Agencies/ODOT  
Agreement No. 20,656-01

defending the State of Oregon, or that Agencies' contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agencies' contractor if the State of Oregon elects to assume its own defense.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

The Oregon Transportation Commission on December 29, 2008, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations. Day-to-day operations include those activities required to implement the biennial budget approved by the Legislature, including activities to execute a project in the Statewide Transportation Improvement Program.

On September 15, 2006, the Director of the Oregon Department of Transportation approved Subdelegation Order No. 2, Paragraph 1, in which authority is delegated to the Deputy Director, Highways to approve and sign agreements over \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program or in other system plans approved by the Oregon Transportation Commission, or in a line item in the biennial budget approved by the Director. The Director may also delegate to other Administrators the authority to execute intergovernmental agreements over \$75,000 for specific programs such as transportation safety, growth management and public transit.

APPROVAL, RECOMMENDED

By [Signature]  
State Highway Maintenance Engineer

Date 4/12/11

By [Signature]  
Region 1 Manager

Date 4/12/11

By [Signature]  
Region 1 Maintenance and Operations Manager

Date 4-7-11

STATE OF OREGON, by and through  
its Department of Transportation

By [Signature]  
Highway Division Administrator

Date 4/19/11

APPROVED AS TO LEGAL  
SUFFICIENCY

By [Signature]  
Assistant Attorney General

Date 4/14/11

**ACCEPTANCE OF TERMS AND ACTION APPROVED BY ODOT:** I acknowledge and certify that the work in this Work order authorization is within the scope of work of the original Agreement.

\_\_\_\_\_  
ODOT's 2\_ District Manager Date

**ACCEPTANCE OF TERMS BY LOCAL AGENCY:**

\_\_\_\_\_  
Name / Title Date

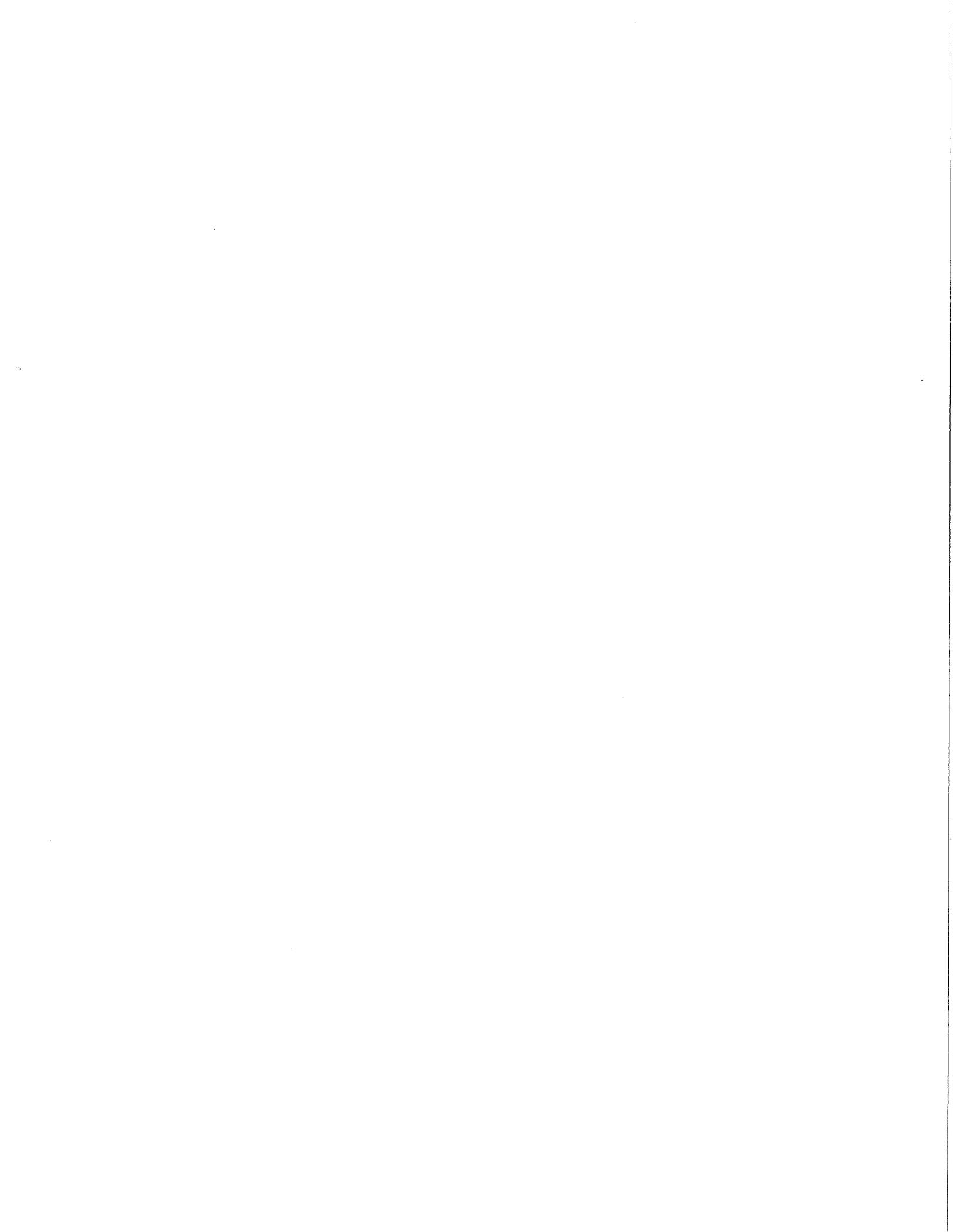
**APPROVED AS TO LEGAL SUFFICIENCY:** If work exceeds \$150,000, signature required

\_\_\_\_\_  
Assistant Attorney General Date

cc: ODOT R1 Maintenance District # 2\_ Manager  
Ted Miller, ODOT's Region 1 Operations/Maintenance Manager, 123 N.W. Flanders St., Portland, OR 97209  
Support Service, Procurement Office (OPO) for General Files

**EXHIBIT A**

Work Order -- Local Agency  
Rev. 04-07-2011



**CASCADE LOCKS STAFF REPORT**

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**Date Prepared: Feb. 1, 2013**

**For City Council Meeting on: Feb. 11, 2013**

**TO: Honorable Mayor and City Council**

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

**SUBJECT: Citizen Public Safety Task Force Report**

**SYNOPSIS:** At the request of Mayor Cramblett, I have attached a copy of the Final Report and Recommendations from the City Council appointed Public Safety Task Force. One of the recommendations from the Task Force was to create a new City Council Sub-Committee for Public Safety Operations and Finance. This committee would be charged to work with City staff to analyze the financial needs, revenue, cash flow and alternative funding options for the Emergency Services Department.

**CITY COUNCIL OPTIONS:** The City Council has the following options related to this issue.

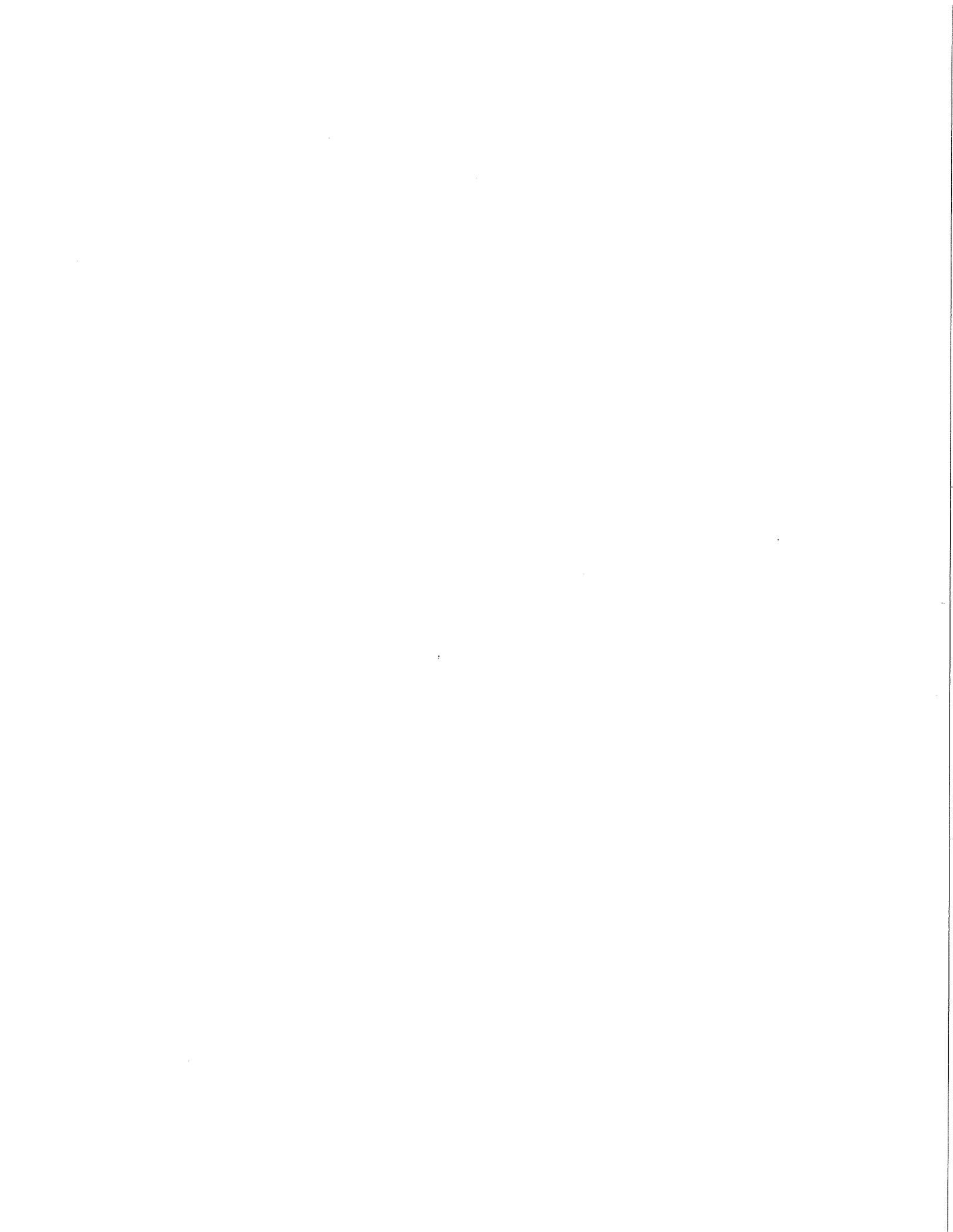
1. Create a Public Safety Finance and Operations City Council Sub-Committee.
2. Do not create the sub-committee.
3. Do not create the sub-committee at this time.

**RECOMMENDATION:** Staff recommends creation of the Public Safety Finance and Operations City Council Sub-Committee.

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

**Financial review and status:** "I move to create the Emergency Services Department Finance and Operations Sub-committee and would direct staff to advertise for citizen appointees."

**BACKGROUND INFORMATION:** The Council has recently created a Finance and Operations City Council Sub-Committee to help with the Administration of the City. This is a similar sub-committee that can help the Emergency Services Department manage its resources and provide excellent community service.



# FINAL REPORT AND RECOMMENDATIONS

From

City Council Appointed  
Public Safety Task Force  
April 23, 2012

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## **Introduction:**

Cascade Locks Fire/EMS department has gone through trying times recently, due to unforeseen circumstances, misunderstandings in regard to its financing and changes in leadership. The community experienced the temporary loss of fire and ambulance services that were provided by volunteers and other problems occurred that needed to be dealt with. This experience has given our citizens, public officials, and public employees a better understanding of the necessity of a strong, well run Fire/EMS department.

To develop a set of long term solutions, the City Council established a citizen based Public Safety Task Force and charged this group of sixteen citizens with the responsibility to meet, hold community meetings and to come up with recommendations that would best serve the whole community. The City Council gave this citizen group 90 days to get its work done. As a Task Force, we are happy to report that we have met your goal for returning with recommendations.

## **Committee Membership:**

The following citizens were appointed by City Council and served to assist the City Council develop workable solutions to this issue. All of the following members applied and were appointed by the City Council and gladly served to better serve the whole community.

|                 |                 |
|-----------------|-----------------|
| Shelly Storm    | Ralph Hesgard   |
| Patrick Stuart  | Nancy Renault   |
| Gary Munkoff    | Rob Brostoff    |
| Arni Kononen    | Richard Randall |
| Larry Cramblett | Sharon Dean     |
| Debra Sharp     | James Dean      |
| Jeff Pricher    | Martha Lamont   |
| Debora Lorang   | Edouard Lamont  |

### **Public Safety Task Force Summary:**

The PSTF was appointed to try to find solutions to the problems that came out of the turmoil within the Fire/EMS department. The Task Force was chartered with finding various solutions for reconstruction, financing and running of the department. The Task Force consulted with Chief Devon Wells (Interim Chief), the Deputy State Fire Marshall Ted Megert, George Dunkel of the Oregon Special Districts Association, the Oregon Fire Chiefs Association and others to help in generating workable solutions. Additionally, the Task Force held 11 work meetings including two special community meetings. The Task Force also met with the current volunteer EMS staff to seek their input and suggestions.

### **Presentation of Options:**

Various options (15 in total) were considered, some were discarded as impractical or not financially feasible. Others were looked at as long term solutions that were not possible in the time frame given for the report to City Council. Your Task Force recommends that you seek various creative funding solutions, some of which we investigated and recommended below. There are others available and a special funding committee is also recommended to investigate them.

We ask that you look beyond the monies dedicated through the budget process for other solutions.

1. The most popular of these was raising the ambulance rates to the prevailing rate in the Gorge both for local residents and non-residents.
2. The \$45,000 annual building loan payment might be delayed or decreased if necessary.
3. Other options to consider are increases in property taxes and raising the water meter fee.
4. There needs to be an anticipated offset in the budget for either the lease or sale of the old fire station and this amount needs to be credited to the building loan repayment.
5. The fire suppression fee could be raised to \$5.
6. The estimated cost of vehicle replacement should be lowered to \$37,500 from \$50,000 per year which should pay for an ambulance in a 4-5 year time frame. This should allow for the purchase of a much needed ambulance. A new fire truck is not necessary at this time.

An evening was spent by the Task Force, with the fire and EMS volunteers getting their thoughts on what was needed. Overwhelmingly the need expressed was for a full time paid chief. The lack of full time leadership is causing morale problems and tasks are not getting assigned and accomplished as they would with the leadership of a full time chief. Also expressed was the need for a full time paramedic. Chief Wells felt that a full time and part time paramedic would pay for themselves. He also emphasized that the

department needed a full time paid chief. The chief and paramedic positions could be combined if such a person was available. It cannot be expressed strongly enough that we need a full time fire chief hired immediately if we want to keep our department running smoothly. City Council should authorize the proper recruitment and hiring now.

**The Task Forces recommendations are listed below:**

1. Immediately recruit and hire a paramedic/chief and involve the fire volunteers in the selection process. Insure that the ambulance billing process is a very high priority for this position and kept current as much as is possible with a volunteer force.
2. Create a new committee charged with the responsibility to work with the city staff and others to fully analyze the financial needs, revenue, cash flow and alternative funding options for the Fire/EMS service. Members of this Task Force have volunteered to be a part of this effort and help the city in this endeavor. This new committee can look at such funding ideas as support from the Port, changing current service fees, vehicle and equipment replacement and other financial issues. (Task Force members Gary Munkhoff, Arni Kononen, Jeff Pricher, Nancy Renault have volunteered for this assignment. It has also been suggested that the Port Financial Officer Pat Albaugh be asked to be a part of this effort. Pat has informally agreed to serve.)
3. That City Council place on the fall 2012 ballot, a request for citizen action to raise ambulance fees for both residents and non-residents to a level comparable to surrounding Gorge communities and that the current Fire Suppression fee on the utility bill also be raised and the community asked to vote on that also.
4. That in the 2012-13 budget, funds be set aside to begin to build up reserves for the purchase of a new ambulance.

Thank You:

The citizen members of the Public Safety Task Force wish to thank the City Council for creating this Task Force and giving us wide latitude in doing our work. We have learned a lot and express our thanks to you for this experience.

**Respectfully Submitted:**

The Citizen Public Safety Task Force

## JOB DESCRIPTION

### CITY COUNCIL SUB-COMMITTEE EMERGENCY SERVICE FINANCE AND OPERATIONS

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**Purpose:** This City Council sub-committee is created to provide City Council oversight, assistance and guidance for financial matters and operations of the Emergency Services Department. This sub-committee works with the City Administrator, Station Captain and others to ensure close monitoring of emergency services finances, assist staff in supporting the needs of both the sub-committee and City Council and to assist the Emergency Services Department in carrying out its purposes and objectives. This is a partnership between the sub-committee members and staff to better serve the needs of the community. This sub-committee will work with staff to come up with solutions that will benefit the community.

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

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

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

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

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

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



**CASCADE LOCKS STAFF REPORT**

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**Date Prepared: Feb. 6, 2013**

**For City Council Meeting on: Feb. 11, 2013**

**TO: Honorable Mayor and City Council**

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

**SUBJECT: ODOT 2013 Special City Allotment Agreement**

**SYNOPSIS:** As previously reported to the Council, the City applied for and has received a \$50,000 grant from the Oregon Department of Transportation (ODOT) Special City Allotment Program. The match for this grant is \$5000 which is already included in the 2012-2013 Budget. Per the recently passed financial policies of the City, we will be working with MCEDD to be the grant administrator for this project. The money will be used to repave Regulator Street.

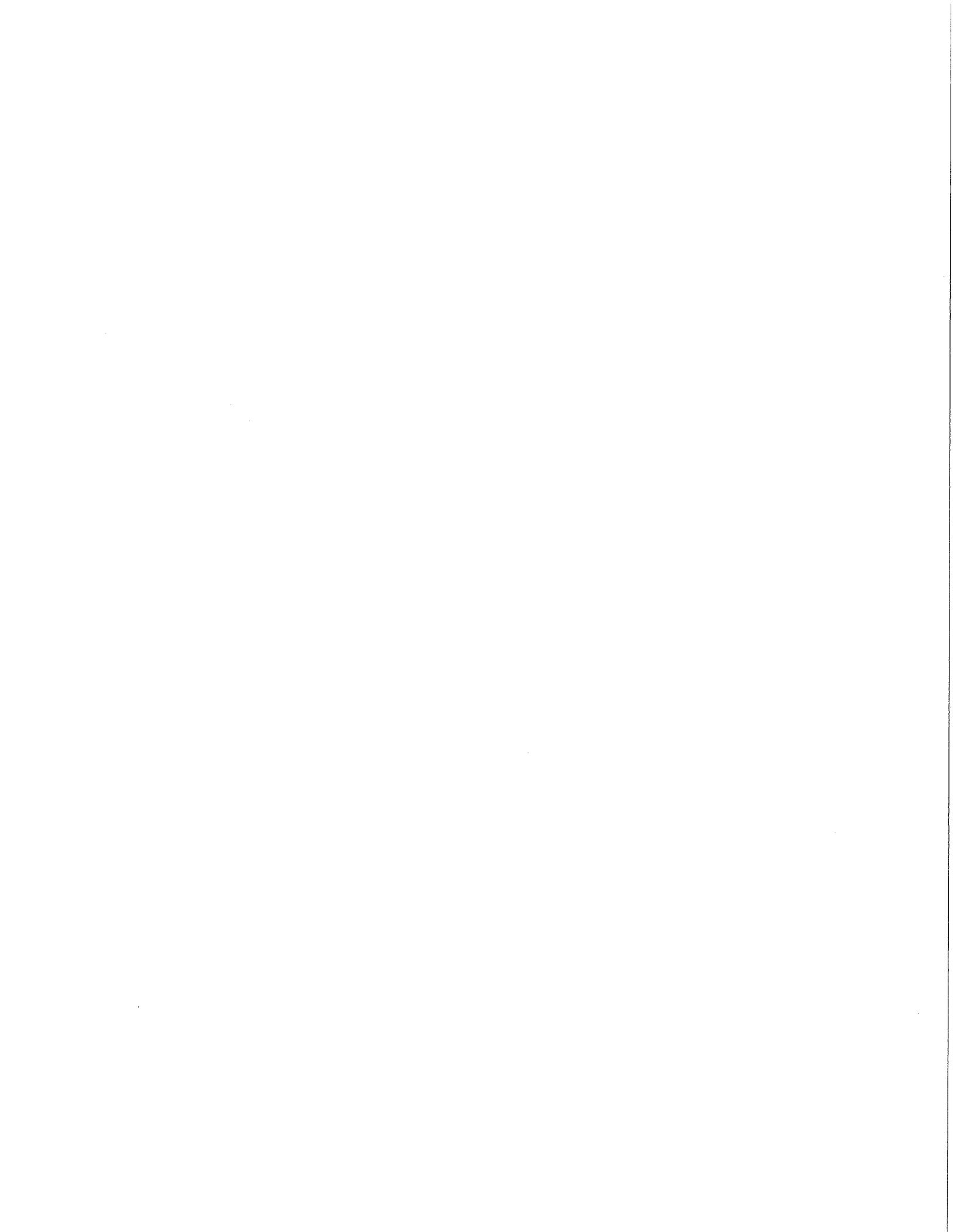
**CITY COUNCIL OPTIONS:** The City Council has the following options related to this issue.

1. Accept the grant and authorize the Mayor to sign the agreement.
2. Reject the grant.

**RECOMMENDATION:** "I move to accept the ODOT SCA Agreement and authorize the Mayor to sign the agreement."

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

**Financial review and status:** The grant and the match are already included in the current budget.



2013SPECIAL CITY ALLOTMENT AGREEMENT  
Regulator St.: Wa Na Pa St. to Moody St.  
City of Cascade Locks

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State"; and City of Cascade Locks, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

**RECITALS**

1. Regulator Street is part of the city street system under the jurisdiction and control of Agency.
2. By the authority granted in Oregon Revised Statutes (ORS) 190.110, 366.800 and 366.805, there has been withdrawn from State Highway Funds appropriated for allocation to cities of the State of Oregon the sum of \$500,000 and an additional \$500,000 available to the Oregon Department of Transportation from the State Highway Fund. These sums have been set up in a separate account to be administered by the Department of Transportation. The \$1,000,000 shall be allotted each year by State for use upon city streets that are not a part of the state highway system, that are within cities with populations of 5,000 or fewer persons, and that are inadequate for the capacity they serve or are in a condition detrimental to safety. No one project can receive more than \$50,000.

**NOW THEREFORE**, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

**TERMS OF AGREEMENT**

1. By the authority granted in ORS 366.805(2), Agency has requested monies from this account for the reconstruction and overlay of Regulator Street from shoulder to shoulder hereinafter referred to as "Project." Said Project improvements shall consist of base repair, grinding, leveling, paving and etc. The total estimated cost of this Project is \$50,000. The location of the Project is approximately as shown on the map attached hereto, marked Exhibit A, and by this reference made a part hereof.
2. State has considered Agency's request for the Project and has determined that this Project is eligible for funding under the Special City Allotment (SCA) Program.
3. The Parties hereto mutually agree and understand that the cost of the Project will be paid for with SCA funds and by Agency as follows: SCA funds will pay for eligible Project costs up to an amount not to exceed \$50,000, and Agency shall pay any

costs in excess of \$50,000. State shall issue payments after January 1, 2013. Only work begun after the effective date of this Agreement is eligible for reimbursement with SCA funds.

4. Documented cost of preliminary engineering and construction engineering services performed by the Agency, or the Agency's consultant, are eligible Project costs.
5. The term of this Agreement will begin upon execution and will terminate two (2) years following the date of final execution unless extended by an executed amendment.

#### **AGENCY OBLIGATIONS**

1. Agency shall conduct all right of way activities in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, Federal-Aid Policy Guide, Code of Federal Regulations (CFR) and the ODOT Right of Way Manual, and Title 23 CFR Part 710 and Title 49 CFR Part 24.
2. Agency shall assume management and financial responsibility for the acquisition of all right of way. Right of way may be acquired by Agency or on behalf of Agency (by consultants or State) at Agency's choice. If State performs the acquisition, a right of way services agreement shall be executed setting forth the responsibilities of each party.
3. Agency shall assume management and financial responsibility (at no expense to State) for the adjustment, reconstruction, and relocation of utility installations, including all privately or publicly owned utility conduits, lines, poles, mains, pipes and all other facilities of every kind and nature where such relocation or reconstruction is required for project completion.
4. Agency shall prepare, or cause to be prepared, the plans and specifications for the Project, advertise the Project, contract the work, perform the construction engineering, and make the necessary contract payments.
5. Agency shall, during the course of the work, accumulate and retain documentation of all Project costs.
6. Agency shall, upon completion of Project, certify to State that Project is complete and in substantial conformance with the plans and controlling specifications. Agency shall submit an invoice for the remaining cost of Project which, when added to the amount previously advanced by State, shall not exceed the actual total cost of Project or \$50,000, whichever is less.
7. Agency shall assume management and financial responsibility for the ongoing maintenance of Project following construction completion.

8. Agency understands those streets or portions of streets, upon which SCA funds have been expended, are not eligible for additional SCA funds for a period of ten (10) years following the approval for such funds.
9. Agency understands that if Project is canceled by Agency, or not completed within the time requirements or in accordance with the terms of this Agreement, after Agency has received the advance of one-half (50 percent) of the estimated cost of Project or \$25,000, whichever is less, Agency shall immediately repay to State the full amount of the advance.
10. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability Insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its contractors complies with these requirements.
11. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
12. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
13. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
14. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined

in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the contractor and subcontractor from and against any and all Claims.

15. Any such indemnification shall also provide that neither Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.

16. Agency's Project Manager for this Project is Gordon Zimmerman, City Administrator, P.O. Box 308, Cascade Locks, OR 97014, 541-374-8484, gzimmerman@cascadelocks.or.us, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

## **STATE OBLIGATIONS**

1. State shall administer the funds in the SCA Account in the following manner:
2. After January 1, 2013, at Agency's request, State may, upon execution of this Agreement, and concurrence on the plans and specifications, forward to the Agency an advanced deposit equal one-half (50 percent) of the estimated cost of the Project, not to exceed \$25,000.
3. State shall, upon satisfactory final inspection by State and certification of acceptance of work by the Agency, accompanied by documentation of all Project costs, make final payment to Agency. Total payments to Agency, including advance deposit payment, shall not exceed a total of \$50,000.
4. State's Project Manager for this Project is Justin Shoemaker, Local Agency Project Delivery Liaison, 123 NW Flanders Street, Portland, OR 97209, 503-731-8486, justin.d.shoemaker@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

## GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of both Parties.
2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
  - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
  - c. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
  - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
5. With respect to a Third Party Claim for which the State is jointly liable with Agency (or would be if joined in the Third Party Claim ), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant

equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if the State had sole liability in the proceeding.

6. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
7. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
8. Agency maintenance responsibilities shall survive termination of this Agreement if Project is completed and accepted.
9. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
10. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that its signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

The Project was approved on November 29, 2012, by the Program and Funding Services Manager.

**CITY OF CASCADE LOCKS**, by and through its elected officials

By \_\_\_\_\_  
Mayor

Date \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

By \_\_\_\_\_  
Agency Counsel

Date \_\_\_\_\_

**Agency Contact:**

George Zimmerman, City Administrator  
P.O. Box 308  
Cascade Locks, OR 97014  
541-374-8484  
gzimmerman@cascade-locks.or.us

**State Contact:**

Justin Shoemaker, LAPD Liaison  
123 NW Flanders Street  
Portland, OR 97209  
503-731-8486  
justin.d.shoemaker@odot.state.or.us

**STATE OF OREGON**, by and through its Department of Transportation

By \_\_\_\_\_  
Region 1 Manager

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

# Exhibit A Map





**CASCADE LOCKS STAFF REPORT**

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**Date Prepared: February 5, 2013**

**For City Council Meeting on: February 11, 2013**

**TO: Honorable Mayor and City Council**

**PREPARED BY: Tracy Hupp**

**APPROVED BY: Gordon Zimmerman**

**SUBJECT: Herman Creek Warehouse Building Extension**

**SYNOPSIS:** A 6 foot building extension of the Herman Creek Warehouse is required to house the new bucket truck as well as a new digger derrick to be purchased at a later date. The current shop does not accommodate the new bucket truck as the new truck has a higher clearance than the current bucket truck, and is longer over all, as is standard for all new truck chassis.

By extending the Herman Creek Warehouse, the service trucks could be stored in the current shop, protecting them from the weather. They are currently stored outdoors exposed to weather. Another benefit of the extension is that it would remedy a current safety issue at the Herman Creek Warehouse. As is, the doors require equipment to assist in opening and closing. The extension would be a gabled end addition with enough height to allow new roll up doors to be installed that would be high enough to allow for the height of the new bucket truck and future digger derrick.

I have received a verbal quote from a building contractor stating the work could be done for approximately \$20,000. This includes the new roll up doors and solves a safety issue at the Herman Creek Warehouse.

**CITY COUNCIL OPTIONS:** The City Council has the following options related to this issue:

1. Authorize staff to proceed with obtaining proposals for the building extension.
2. Take no action at this time (and park an expensive piece of equipment outside.)
3. Provide another direction for staff.

**RECOMMENDATION:** Staff would recommend Council allow staff to obtain quotes/bids for the work of the extension of the Herman Creek Warehouse allowing for storage of the bucket

truck and future digger derrick. Staff would come back to Council at a later date with a recommendation of a contractor for Council Action.

**Sample working of motion:** Motion to authorize staff to obtain bids for the Herman Creek Warehouse building extension.

**Legal Review and Opinion:** NA

**Financial review and status:** This building extension would be funded from the City Light portion of the Capital Reserve Fund.

**BACKGROUND INFORMATION:**

In early 2012, Council approved the purchase of a new bucket truck. It is expected to be delivered the first part of March. It will have to be stored outdoors until the building extension is complete.

John Zachariassen of CIS (our insurance carrier) has recommended the doors at the Herman Creek Warehouse be repaired to prevent injury.

**CASCADE LOCKS STAFF REPORT**

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**Date Prepared: Feb. 5, 2013**

**For City Council Meeting on: Feb. 11, 2013**

**TO: Honorable Mayor and City Council**

**PREPARED BY: Gordon Zimmerman** 

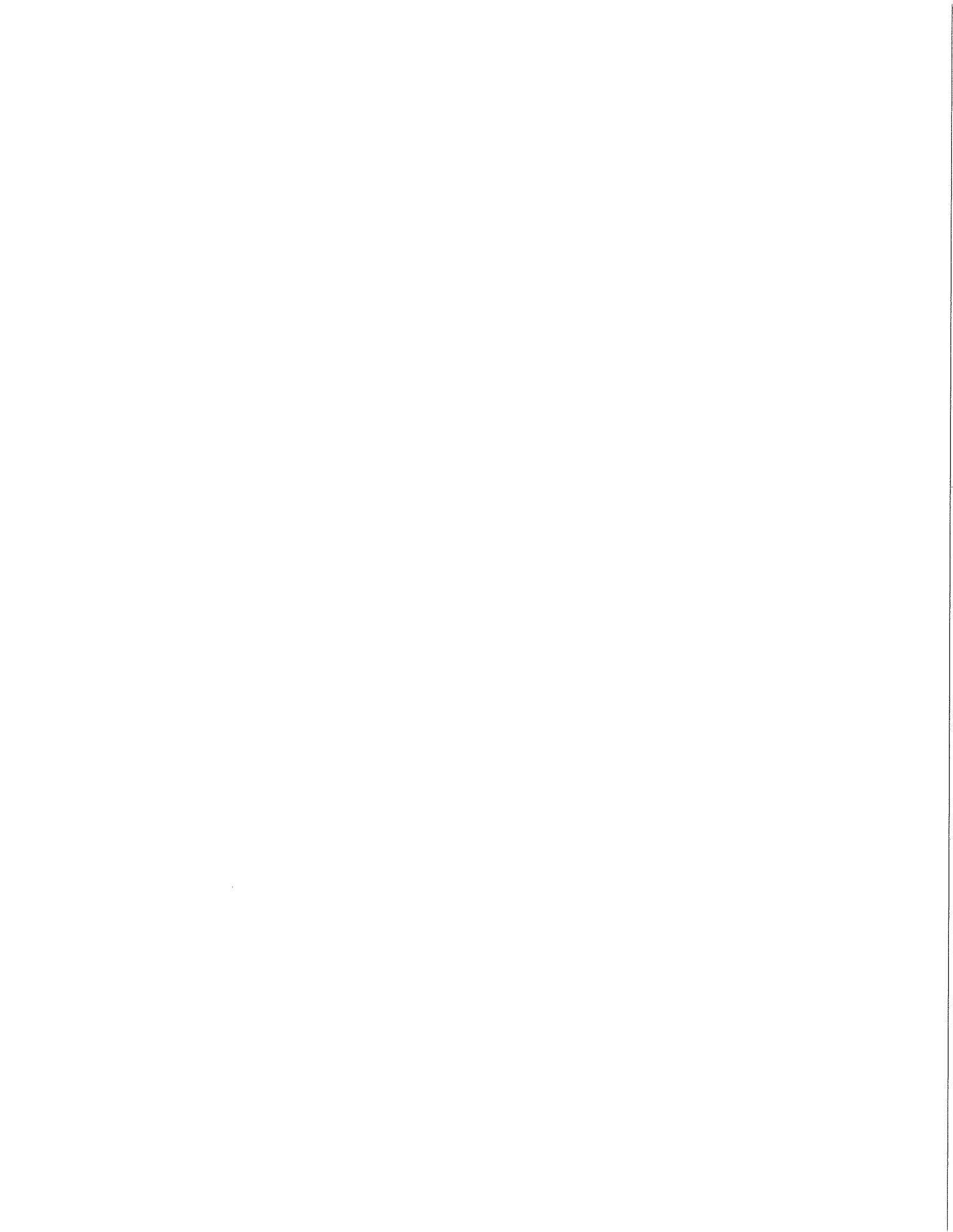
**SUBJECT: Three City Initiative White Paper**

**SYNOPSIS:** The previous Cascade Locks City Council has been working with the City Councils of North Bonneville and Stevenson, Washington, and with the Columbia Gorge Commission on a set of initiatives to improve wastewater treatment, Emergency Services, and Education in our three communities. The attached "white paper" has been developed to frame the conversation and drive the initiatives to resolution. This draft needs to be discussed with all of the Councils involved.

**CITY COUNCIL OPTIONS:** The City Council has the following options related to this issue.

1. Set a date (or dates) that would work for this City Council to meet with the other councils.
2. After reviewing the "white paper," decide not to pursue this course of action.

**RECOMMENDATION:** Staff would encourage the City Council to keep talking. It doesn't cost us much to explore alternative solutions to our joint problems.



# WORKING DRAFT

(Jan. 28)

## WHITE PAPER OUTLINING THE THREE CITIES' INITIATIVES IN PARTNERSHIP WITH THE COLUMBIA RIVER GORGE COMMISSION

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### **The VISION:**

The cities of Cascade Locks, Stevenson, and North Bonneville, will work together to develop an innovative approach to effectively and efficiently deliver services to people and communities in the Columbia River Gorge National Scenic Area. This will be done through innovative government goal setting and creating objectives for quality public services and community survival, and working in cooperation and partnership. We will enhance job creation, preserve the natural environment and achieve positive goals to take full advantage of the Scenic Area Act to benefit people, communities and the environment.

### **PURPOSES:**

To identify and develop initiatives, priorities and roles shared by the cities of North Bonneville, Stevenson, and Cascade Locks and the Columbia River Gorge Commission.

To create a clear picture of how the four jurisdictions will work together to enhance job creation and ensure environmental protection while experimenting with new and innovative ways to provide services to people and communities within the full governmental framework as established through the federal Scenic Area Act.

To document how this partnership will create jobs and develop more effective and efficient methods of serving people while enhancing environmental protection in the focused balance called for in the original federal legislation.

**BACKGROUND:** In 1986 the United States Congress passed the Columbia River Gorge National Scenic Area Act (Act). The Act established the Columbia River Gorge National Scenic Area (Scenic Area) and created a regional planning body to oversee certain protections and enhancements within the Scenic Area. This federal action was followed by an agreement between Oregon and Washington (interstate compact) to implement the Act's purposes: economic development and environmental protection.

The Scenic Area received mixed reviews initially. Some portions of the Gorge fully embraced the concept, while others resisted or ignored the new protections and the new regional governance structure. Since the Act was passed, the Act and the implementing Management Plan have focused primarily on resource protection and less on support of the economy. As the commission and Gorge communities have adapted to Scenic Area protections, much of the early resistance and tension have subsided. As the communities and the commission have begun to work together, the region has also begun to understand the advantages of regional cooperation and coordination.

Communities on both sides of the river have struggled to build stronger communities and sustainable economic growth. Local economic development efforts have had only limited success. Some communities suffered significant losses. In some communities schools are losing enrollment and jobs are either reduced or the rate of pay is not sufficient to support a family. Critical public services, necessary to livability and economic health, are deteriorating. The economy, community livability and the opportunity to achieve the full potential of the Columbia River Gorge National Scenic Area now drive the partners to a vision and to achieve the greater good for all.

**FOUNDATION FOR PARTNERSHIP:** Given the severe economic issues facing communities within the Gorge, the elected leaders in the three communities took the initiative to meet and discuss a new partnership approach that would create stronger economic development, while seeking new and innovative methods of delivering services to people.

The communities agreed to each pursue a partnership to enhance economic development and natural resource protection while delivering more cost effective and efficient services. They did this while acknowledging and accepting the Scenic Area Act goals to support the economic health of communities, preserve and enhance traditional economic sectors, support new economic development, and protect the tremendous natural, scenic, cultural, and recreation resources of the gorge. By making greater use of the Act and the interstate compact, the local communities can create initiatives to better serve people, the community and the environment.

To begin the effort, the three city councils (Cascade Locks, North Bonneville and Stevenson) met in joint session on October 2, 2012, to discuss the partnership and its initiatives. As a result of this meeting, the three City Councils voted to pursue the initiatives and establish a clear understanding of the top three initiatives.

As a follow up to the meeting of the three city councils, the mayors of each of the partner communities met with the Gorge Commission to seek approval of the initiatives and full Gorge Commission support of this new and innovative effort. The Gorge Commission received the recommendation of the three mayors and promptly voted to support and partner with the three communities.

Embodied in the spirit of this partnership is the commitment to people, jobs and community with the full understanding that the Act along with the Compact provides the communities with the opportunity to create solutions that cross the state line. The ability to create new and more efficient service delivery models and solve problems as a sub-region is seen as paramount over conflicts between state policies and laws. The focus now is on solutions that meet local needs that are created and invented by locals to create more livable communities.

#### **THE INITIAL SET OF THREE STRATEGIC PRIORITIES:**

At the October 2, 2012 meeting of the three city councils, support for the following three initiatives was approved:

**STRATEGY 1: Wastewater treatment** options and alternatives including bio-fuels, energy creation and a new operating partnership between the three communities. 80% of Cascade Locks wastewater treatment plant is unused and available for alternative uses. Both Stevenson and North Bonneville plants are approaching full capacity and recognize the possibility of cost savings through this new partnership. The potential for bio-fuels or energy development is technologically possible and available on the market today. The potential for a combined operations format or public private partnership and energy creation is highly possible.

**STRATEGY 2: Emergency Response Services.** The three communities are located in the heart of some of the most beautiful natural and scenic beauty in the world. As a result, the communities and surrounding areas are popular recreation destinations for hikers, bikers (road and mountain), campers, boaters (sail and motor), fishing enthusiasts and many other visitors. In addition to meeting the emergency needs of residents and businesses, the city and county responders are also called on to provide emergency response services to thousands of visitors and recreation enthusiasts. The proximity of the three communities and the need for enhanced life and fire safety services across the river provides the three communities with the opportunity to save lives, create safer communities and support a strong recreation economy by working together.

**STRATEGY 3: Education and Schools:** Currently Cascade Locks high school and middle school students are bused 22 miles each way to and from Hood River. Current enrollment in the existing Cascade Locks school facility is limited to K-6 leaving unused space available at the school. Stevenson is experiencing a reduction in school enrollment. All three communities could benefit by taking a new look at how education services are delivered, opportunities to keep kids closer to home and redesigning how education services are delivered. Among the issues to be addressed are funding, state and district education requirements and interstate resource sharing. It is understood that small rural communities need quality schools in order to attract a work force to new businesses, encourage community investment and create stable, family wage jobs. The communities may also be able to work with regional community colleges on both sides of the river could to significantly enhance the educational experience for kids while providing quality workforce education that supports regional businesses.

## **OTHER POSSIBLE INITIATIVES DISCUSSED:**

The three city councils also discussed the following topics for potential future consideration:

1. Marketing and event promotion and tourism
2. Economic development
3. Job creation

## **LEGAL BASIS FOR THIS PARTNERSHIP:**

Oregon and Washington law both allow local governments to enter into agreements with other governments, including governments in other states.

Oregon Revised Statutes (ORS), Chapter 190 contains laws relating to intergovernmental cooperation. ORS 190.410-440 authorizes interstate cooperation and contain the requirements for such agreements. ORS 190.420 requires the Oregon Attorney General to review agreements with agencies in another state.

The Revised Code of Washington (RCW), Chapter 39.34.030(1) specifically authorizes intergovernmental agreements for Washington agencies in other states. RCW 39.34.050 requires agreements that "deal in whole or in part with the provision of services or facilities with regard to which an officer or agency of the state has constitutional or statutory powers" must be submitted to the officer or agency for approval.

RCW 39.34.040 states that agreements between Washington agencies and agencies in another state have the status of an interstate compact. Oregon law does not contain a similar provision. The U. S. Constitution, Art. I §10, cl.3, authorizes interstate compacts. An interstate compact is a binding agreement between two or more states. Some interstate compacts require the consent of Congress.

The Columbia River Gorge National Scenic Area Act authorized Oregon and Washington to enter into the Columbia River Gorge Compact, which the states did in 1987. The Scenic Area Act contains the general authorities supportive of cooperation between Gorge cities for efficient provision of urban services. One of the purposes of the Scenic Area Act, section 3(2) is to protect and support the economy of the Gorge area by encouraging growth to occur in existing urban areas. The Scenic Area Act, section 5(f)(2)(C), requires Gorge urban areas to use land to maximum efficiency in order to qualify for an urban area boundary revision. Cascade Locks, North Bonneville, and Stevenson are designated urban areas.

The Scenic Area Act also requires state agencies to support cooperation between Gorge cities for efficient provision of urban services. Section 5(a)(1)(B) requires states and counties to carry out their functions in accordance with the Gorge Compact and Scenic Area Act.

There may be other provisions of the Scenic Area Act and other authorities in federal and state law that support cooperation between Gorge cities for efficient provision of urban services.

#### **ROLES TO BE PLAYED BY EACH PARTNER:**

##### **A. The Cities:**

1. Commitment to the initiatives and the partnership.
2. Participation on task forces and work groups
3. To consider potential funding or funding support.
4. Willingness to share resources, staff and experiment with new and different approaches.
5. Ability to be flexible and operate without regard to the state line.

##### **B. The Gorge Commission:**

1. Agreement to provide technical assistance.
2. Willingness to support new concepts and the partnership with the Governors of both states.
3. Willingness to seek possible funding.
4. Garner state agency support for the partners' initiatives.

#### **RECOMMENDED STRUCTURE FOR PARTNERSHIP SUCCESS:**

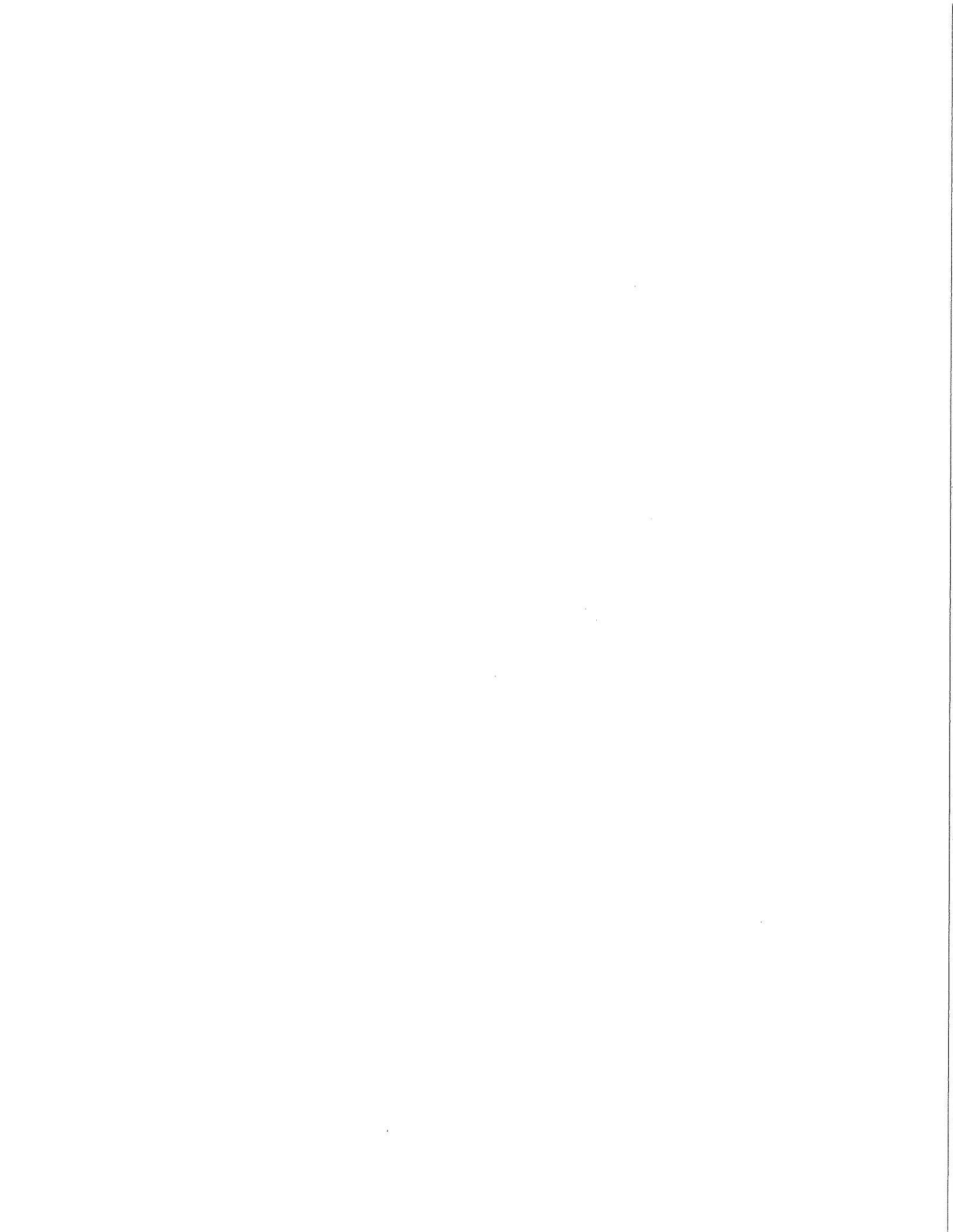
To significantly enhance the potential for success, it is recommended that the four partners take the following steps.

1. Create a partnership Task Force made up of representatives from each partner and comprised of the City Administrators, one elected official and the Executive Director and two Gorge Commissioners.
2. Charge the Task Force with the responsibility of developing an action plan to be approved by each partner and to direct the efforts and energies of the effort. The Action Plan will include what is to be done, how it will be done, who will do it, how to pay for it, when it will be done and how success will be measured.

#### **MEASURES OF SUCCESS:**

The efforts of the partnership will be measured in the following ways:

1. An action will be developed and adopted by each partner.
2. The steps and long term actions necessary for success will be created.
3. The wastewater issues facing all three communities will be resolved.
4. Each community will experience the creation of more jobs.



**CASCADE LOCKS STAFF REPORT**

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**Date Prepared: Feb. 5, 2013**

**For City Council Meeting on: Feb. 11, 2013**

**TO: Honorable Mayor and City Council**

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

**SUBJECT: Status of Cable TV Sale Negotiations**

**SYNOPSIS:** The City Council has directed staff to work with Gorge.Net and Sawtooth in developing a process and framework for the sale of the City's cable TV and Internet service. The goal is to provide the citizens of Cascade Locks a more viable broadband/broadcast service. City staff met with Dan Bubb of Gorge.Net on Wednesday, January 30. An email from our City Attorney Alexandra Sosnkowski summarizes the discussion at the meeting.

**CITY COUNCIL OPTIONS:** The City Council has the following options related to this issue.

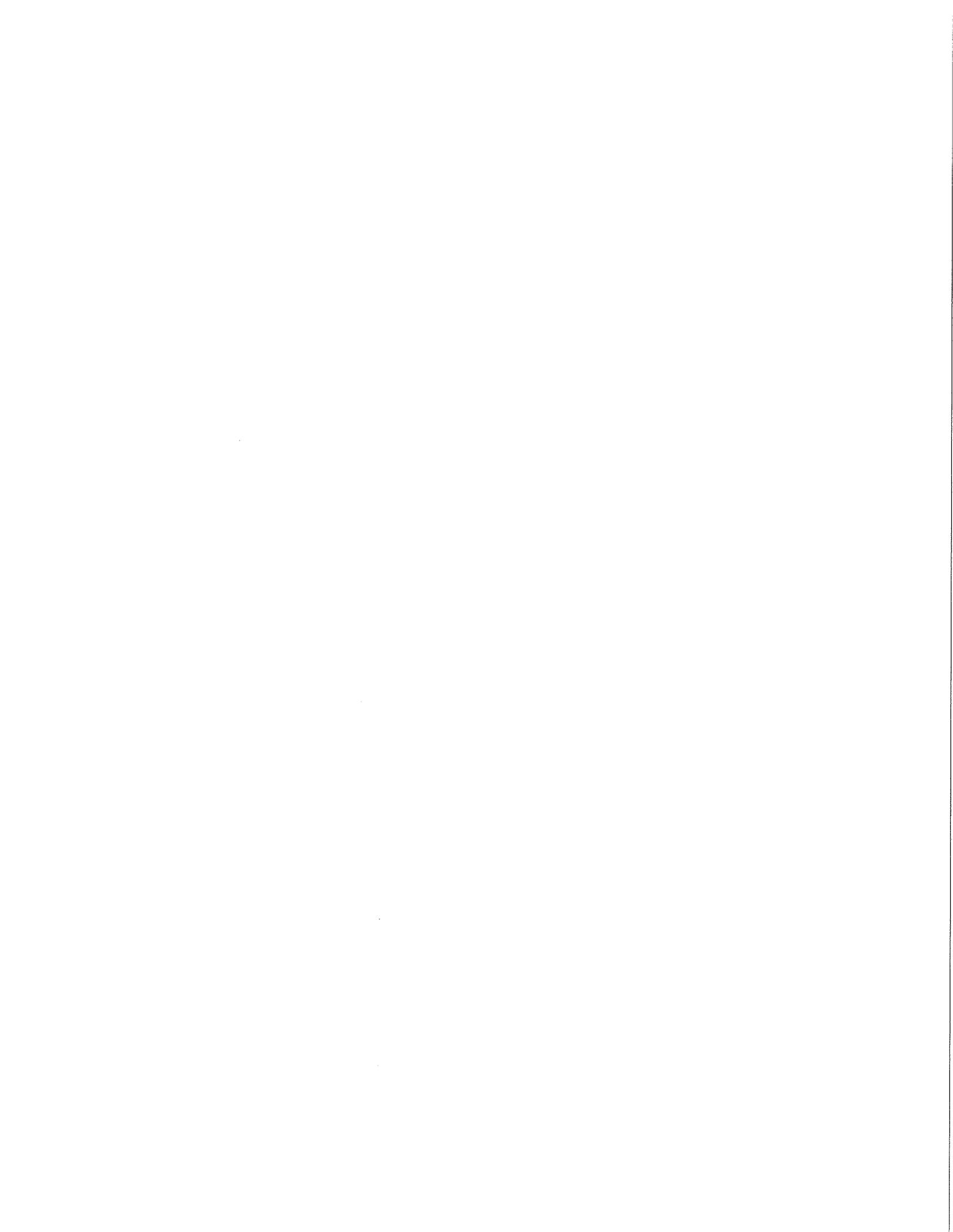
1. Continue the negotiations.
2. Stop the negotiations and develop plans to improve the service in house.

**RECOMMENDATION:** Staff recommends continuing the negotiations.

**Legal Review and Opinion:** See email summary.

**Financial review and status:** Unknown at this time.

**BACKGROUND INFORMATION:** in the fall of 2012 the City invited internet service and cable service providers to make a proposal for the purchase of our Cable TV and Internet Broadband systems. After reviewing the proposal Council directed that the City negotiate with Gorge.Net and Sawtooth to reach a satisfactory conclusion to the negotiations with a targeted change-over date of July 1, 2013.



## Gordon Zimmerman

---

**From:** Alexandra Sosnkowski <sosnkowski@gorge.net>  
**Sent:** Monday, February 04, 2013 8:57 PM  
**To:** 'dan'; 'Gordon Zimmerman'; 'Paul Koch'  
**Subject:** Framework meeting follow up

Greetings gentlemen—herewith the follow up from our framework meeting. Dan—please chime in where needed as the lawyer's view does not necessarily follow with the actual telecom world. I have not attached any dates to any of the tasks listed below, but perhaps we should shoot for a meeting by the end of February to have these accomplished or at least in process, if a July 1, 2013, transfer date is still desirable for the City.

### Facilities:

- a. Headend will be included in facilities lease.
- b. City and GN will work to identify a new location so that the new location can be referenced in the lease and the license, both of which would specify that once the old location is decommissioned, the new location would become part of license if in City ROW, or remain in lease if City property.
- c. Pole attachment rental rates may be PUC regulated. Alex to research to verify.
- d. Dan will forward PP&L leases GN has with PP&L for form of lease.

### ROW License Rate:

- a. Rate will include initial credit provisions to reimburse GN for capital expenses to “shore up” system
- b. Parties need to define what “shore up” will look like, which includes minimum service offerings.
- c. GN to provide cost estimate of “shore up” expenses.
- d. Parties to negotiate %gross revenue credit terms to cover capital expense reimbursement.
- e. Alex to review content provider contract (NCTC). City staff to locate.

### Equipment:

- a. City to verify asset list is complete.
- b. GN to review asset list and determine which equipment needed by GN.
- c. City to surplus all equipment—some to be designated for sale to GN for negotiated price; some to be designated for sale through auction or other process open to public OR sale to GN for nominal price with GN to sell and proceeds to credit capital investment.
- d. Alex to verify City surplus property procedures.

### Milestones:

- a. GN to provide performance goals over next 1 to 10/20 year period. These will be incorporated into license but not as legal obligations required to be met by GN under the cable system transfer. Instead, as items parties agree to incorporate into future telecom upgrade investment/development opportunities.

Alex

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

Sosnkowski & Cleaveland P.C.  
Local government and municipal law

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**1. Call to Order/Pledge of Allegiance/Roll Call.** Due to resignations from Mark Storm, Brad Lorang, and Randy Holmstrom there wasn't a quorum of Council.

CM's Groves, Fitzpatrick, and Mayor Cramblett were present. Also present were City Administrator Gordon Zimmerman, City Recorder Kathy Woosley, Accounting Clerk Shirelle Price, Electric Superintendent Tracy Hupp, Public Works Foreman Sheldon Price, Fire Department Captain Jesse Metheny, Tourism Chair Kayla Carron, Rob Brostoff, Arni Kononen, and Camera Operator Betty Rush.

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

**3. Presentation of Adopted Vision and Current Budget Priorities.** City Administrator Zimmerman reviewed the adopted Vision Statement.

**4. Review Previous 2012/2013 Departmental Issues and Concerns.** CR Woosley, AC Price, ES Hupp, FDC Metheny, TC Carron, and City Administrator Zimmerman reviewed the 2012/2013 departmental issues and concerns.

**5. Departmental Issues and Concerns for 2013/2014 Budget.** The issues and concerns for the 2013/2014 budget were explained.

**6. Boards and Committees Issues and Concerns for 2013/2014 Budget.** TC Carron explained the Tourism Committee's issues and concerns for the 2013/2014 budget.

**7. Council Discussion and Selection of City Administrator Priorities.** Tabled until there is a quorum of Council.

**8. Council Establishes Proposed 2013/2014 Budget Priorities.** Tabled until there is a quorum of Council.

**9. Adjournment.** Mayor Cramblett adjourned at 7:55 PM

Prepared by  
Kathy Woosley, City Recorder



# January Monthly Report

## Cascade Locks Fire & EMS

Incident Type Count per Station for Date Range

Start Date: 01/01/2013 | End Date: 02/01/2013

### INCIDENT TYPE # INCIDENTS

Station: 90 - CASCADE LOCKS STATION

111 - Building fire 1  
300 - Rescue, EMS incident, other 1  
321 - EMS call, excluding vehicle accident with injury 12  
322 - Motor vehicle accident with injuries 3  
324 - Motor vehicle accident with no injuries. 2  
444 - Power line down 1  
542 - Animal rescue 1  
551 - Assist police or other governmental agency 1  
611 - Dispatched & cancelled en route 1  
622 - No incident found on arrival at dispatch address 2  
**# Incidents for Cascade Locks Station: 25**

14 of these calls were sent to Springfield to be billed out.

During the month of January we helped Hood River Fire out with a structure fire, assisted Skamania County on a couple of EMS calls, and also received help from Skamania EMS on a severe vehicle accident when we were short staffed. We are developing great relationships again with all our mutual aid partners. We performed our first trail rescue of the year on a very dangerous and icy Eagle Creek Trail. Our volunteers performed outstanding and everyone safely made it out just after dark including our patient who was transported to the hospital.

We made several in house repairs to our vehicles including repairing a door handle and fixing a foam induction system, and also have the Dodge Durango command vehicle out for repair with a blown head gasket. This looks like it will be covered under warranty as the engine is relatively new.

Negotiations are still ongoing regarding the tower project and the final closeout of the IGA with the county. They are currently researching the cost to have Day Wireless construct a new tower to hold the radio equipment. We are eagerly pursuing the resolution of this issue. During our winter storms we lost our radio link at Augspurger Mt. and had to rely on some ingenuity and back-up systems until it could be repaired. These repairs were made as soon as possible and with no cost to us or the county.

Bryce and I have been very busy with training and bringing our supplies, stock, and organization processes up to par. The station is looking great and I think you'll notice in the budget that our ambulance supply costs have decreased dramatically over the past few months. I finished an ICS 300 / ICS 400 class for managing incidents and disasters which is a big component for community safety as well as NIMS compliance for grants. As always feel free to visit us at the fire station, call, or email anytime with questions.

Jesse Metheny

Station Captain

541-374-8510

JMetheny@CascadeLocksFire.Com



MATTHEW T. ENGLISH  
SHERIFF

BRIAN ROCKETT  
CHIEF DEPUTY



MARITA HADDAN  
911 COMMANDER

TERRY L. BRIGHT  
CHIEF CIVIL DEPUTY

JERRY KEITH  
EXECUTIVE ASSISTANT

## CASCADE LOCKS MONTHLY REPORT

January 2013

1. **TOTAL CALLS FOR SERVICE: 104** (Includes follow-ups, Officer initiated, agency assist, ect.)
2. **TOTAL PRIORITY CALLS: 11**
3. **TOTAL CRIMES AGAINST FAMILIES: 0**
4. **TOTAL CASE NUMBERS ISSUED: 9**
5. **TRAFFIC STOPS: 36**
6. **TOTAL ANIMAL CONTROL CALLS/CITATIONS: 5**

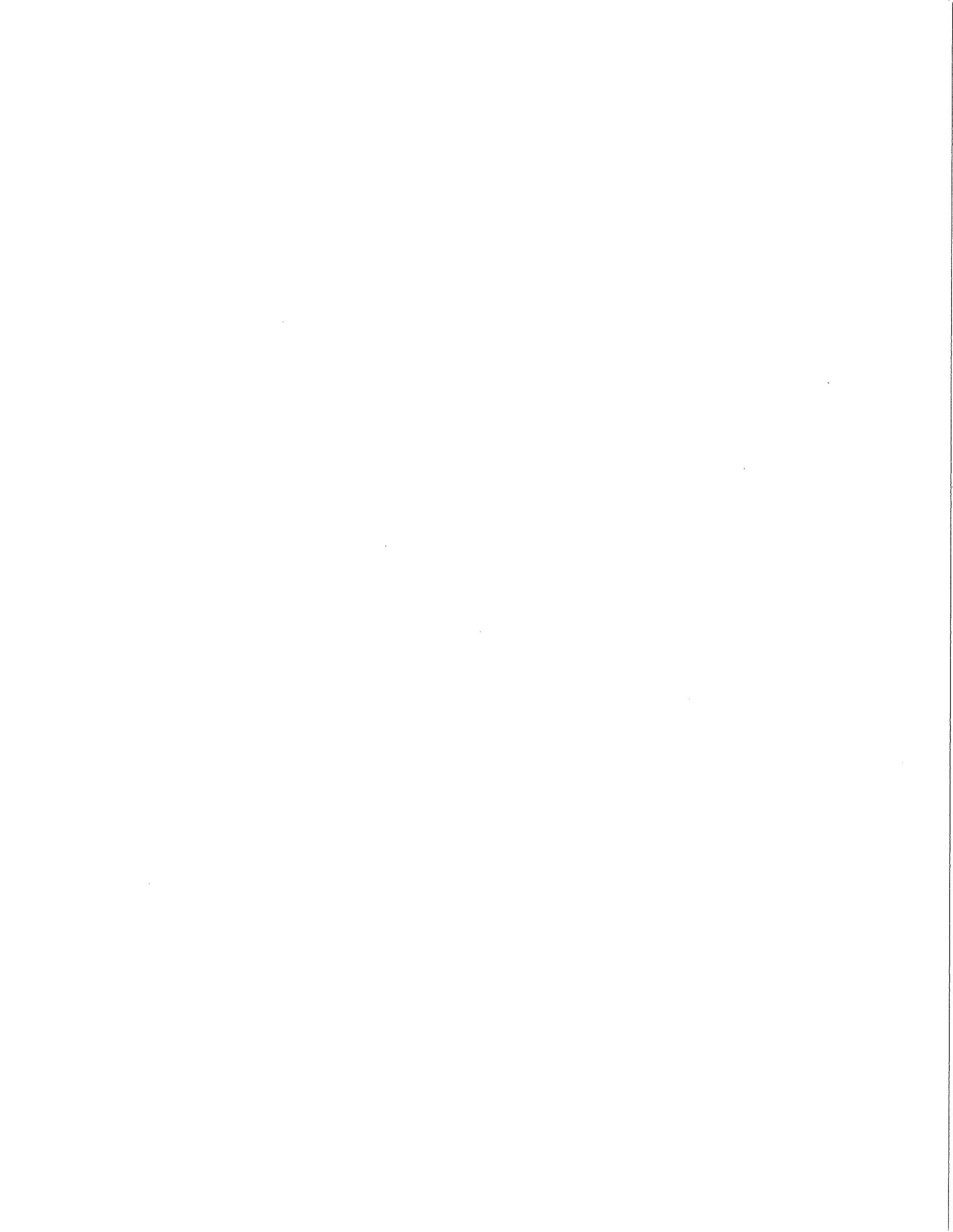
Additional Investigative Support: Sheriff English, Deputy Paulsen, Deputy Carmody, Det.Princehouse and Reserve Deputy Pivarunas. Case numbers include: S130002, S130005, S130023, S130033 and S130048.

In addition to Deputy Harvey's 40 hour work week. Hood River County Sheriff's office Personnel worked an additional 53 hours within the City of Cascade Locks, (Reserve Deputy Wampler, Sheriff English, Deputy Smith, Det.Princehouse, Reserve Deputy Pivarunas, Sgt.Castaneda, Chief Deputy Rockett, Deputy Carmody, Reserve Deputy Stewart, Reserve Deputy Brown, Deputy Anderson, Reserve Deputy Becker, Deputy R. Princehouse, Deputy Hughes, Reserve Deputy Renault, Deputy Guertin, Reserve Deputy Linker and Deputy Stefanini.

**The information reflected above is supported by the Hood River County Sheriff's Office Monthly report for the City of Cascade Locks. The information in the support documents must be cleansed Per ORS 192.501 & 192.502, but is on file to support this excerpt.**

Brian Rockett

Chief Deputy



## ORDINANCE ADOPTION PROCEDURE

First, there is no requirement in the Charter that a motion be made to hold or accept a reading. The only requirement for a motion is a motion to adopt the ordinance. That motion can be made at the first meeting or at the adoption meeting, but I generally advise that a motion to adopt be made at the first meeting for the purpose of getting the ordinance "on the table". I prefer the following procedure:

1. Ordinance prepared and made available one week before meeting and notice posted.
2. At first meeting, motion to adopt and second, then first reading by title only (or in full if one week requirement not met).
3. At second meeting, second reading by title only and vote on the original motion to adopt.
4. An ordinance can be adopted at a single meeting after a motion to adopt, a second, two readings by title only (if the ordinance had been available for a week and notice posted) or in full if not available for a week and/or notice not posted. The readings do not require a motion; the Mayor should just direct that the reading occur.

If the ordinance has not been available and noticed one week in advance, then it can still be introduced (by a motion and second) and read in full at that meeting. It could then be read in full again and adopted at that meeting with a unanimous vote, or held over to the next meeting.

To adopt an ordinance, only a motion to adopt the ordinance is necessary. Readings do not require a motion or an acceptance.

I recommend that a script be prepared for the Mayor detailing the above, but the process should be explained to the Council before it's used so everyone knows how its going to happen.

## CHAPTER VIII

### ORDINANCES

**Section 31. ENACTING CLAUSE.** The enacting clause of all ordinances hereafter enacted shall be, "The City of Cascade Locks ordains as follows:"

**Section 32. METHODS OF ADOPTION.**

(1) An ordinance shall be fully and distinctly read in open Council meeting on two different meetings before being adopted by the Council; and

(2) An ordinance may be adopted at a single meeting by unanimous vote of the entire Council, if:

(A) Two readings, by title only or in full, shall occur, and

(B) Any section of a proposed ordinance containing substantive change shall be read in full prior to consideration.

(3) A reading of an ordinance may be by title only if:

(A) No member of the Council present at the meeting requests that that ordinance be read in full, and

(B) At least one week before the reading:

(1) A copy of the ordinance is provided to each member of the Council, and

(2) Copies of the ordinance are available for public inspection in the office of the City Recorder, and

(3) Notice of the availability and the title page of the ordinance is posted at the City Hall.

(4) After January 1, 2008, any such ordinance, or resolution or order approved by a majority of the Council that creates or increases any tax, charge or fee, the ordinance shall not be effective unless ratified by a majority vote of the City's qualified electors voting in an election where at least 50 percent of the registered voters cast a ballot, or the election is a general election in an even numbered year.

**[Section 4 is added as an amendment to the Charter per November 4, 2008  
General Election]**