

1988 RESOLUTIONS (CONT'D)

88-037	06-06-88	A Resolution approving an agreement between the City of The Dalles and Rooper, Onstott, Broehl & Way, P.C.
88-038	06-06-88	A Resolution approving an application for exempt status renewal to the State Fire Marshal and authorizing Officers to act.
88-039	06-06-88	A Resolution approving an agreement between the City of The Dalles and Rich Tenold Construction.
88-040	06-20-88	A Resolution authorizing the level of cash to be retained in the Municipal Court and Municipal Airport Cash Drawers and providing for the safekeeping of Court and Airport receipts.
88-041	06-20-88	A Resolution updating the authorizations of Resolutions No. 87-14, 87-15, 87-16, 87-19, 87-20, 87-21, and 87-22 regarding the signing of checks and drafts and endorsing of checks and other instruments for the City of The Dalles.
88-042	06-20-88	A Resolution approving an amendment to the Urban Growth Area Joint Management Agreement.
88-043	06-30-88	A Resolution approving certain transfers of appropriation within the 1987-88 budget.

1988 RESOLUTION'S (CONT'D)

88-026	05-02-88	A Resolution approving the final plat for subdivision #25-88, "Oak Knoll" and authorization to act.
88-027	05-02-88	A Resolution approving an agreement between the City of The Dalles and Treaty Oak Community College Service District.
88-028	05-16-88	A Resolution urging U.S. Forest Service review of its proposed management plan for the Mount Hood National Forest.
88-029	05-16-88	A Resolution authorizing Officers to act.
88-030	06-06-88	A Resolution authorizing City to enter into a mutual agreement with Wasco County regarding the Wasco County Emergency Response Plan.
88-031	05-31-88	A Resolution authorizing City Officers to act.
88-032	06-06-88	A Resolution directing the City Manager to prepare an Emergency Response Plan for the City.
88-033	06-06-88	A Resolution approving change order #1 for the Kelly Avenue Dewatering Wells Pump Installation Contract #88-013 with Schneider Equipment, Inc.
88-034	06-06-88	A Resolution authorizing officers to act.
88-035	06-06-88	A Resolution approving an agreement between the City of The Dalles and Treaty Oak Community College Service District.
88-036	06-06-88	A Resolution supporting the rehabilitation and widening alternative of the West 6th Street Bridge as identified in the Draft Environmental Impact Statement for said bridge.

1988 RESOLUTION'S (CONT'D)

88-014	04-04-88	A Resolution assessing certain lots and tracts of land within the City of The Dalles for the cost of weed abatement nuisances in 1987.
88-015	04-04-88	A Resolution authorizing City Officers to act.
88-016	04-18-88	A Resolution approving execution of a grazing permit from the City of The Dalles to Tom May.
88-017	04-18-88	A Resolution approving execution of a permit to remove vegetation from the City of The Dalles to Tom May.
88-018	04-18-88	A Resolution to act.
88-019	04-18-88	A Resolution appointing City Clerk Pro Tem.
88-020	04-18-88	A Resolution declaring the intention of the City Council to construct sidewalk improvements, establishing a local improvement district and directing notices and publication.
88-021	04-18-88	A Resolution supporting the Northern Wasco County Parks and Recreation District's efforts to renovate the Civic Auditorium.
88-022	05-02-88	A Resolution to establish a revised rate schedule for the City of The Dalles Ambulance Service effective May 3, 1988.
88-023	05-02-88	A Resolution to revise and approve execution of a permit to remove vegetation from the City of The Dalles to Tom May.
88-024	05-02-88	A Resolution to revise and approve execution of a grazing permit from the City of The Dalles to Tom May.
88-025	05-02-88	A Resolution approving an agreement between the City of The Dalles and Camano Investment Co. dba Sunset Motor Co.

1988 RESOLUTION

88-001	01-04-88	A Resolution approving an agreement between the City of The Dalles and M-K Drilling.
88-002	01-04-88	A Resolution adopting an affirmative action program.
88-003	01-11-88	A Resolution adopting a procedure for hiring a city manager.
88-004	01-18-88	A Resolution authorizing City Officers to act. <i>Econ. Dulp Grant Application</i>
88-005	02-01-88	A Resolution adopting the final report of the City Engineer, proposing an assessment and providing for notices and a hearing.
88-006	02-01-88	A Resolution approving an agreement between the City of The Dalles and Gelco Services, Inc., DBA: Gelco Grouting Service.
88-007	01-18-88	A Resolution for waiving a portion of the systems development charges provided for in Resolutions 81-74 and 81-75.
88-008	02-16-88	A Resolution authorizing Officers to act.
88-009	02-16-88	A Resolution approving an agreement between the City of The Dalles and Schneider Equipment, Inc.
88-010	02-16-88	A Resolution urging the Department of Transportation State Highway Division to include a freeway interchange in its six year plan.
88-011	03-07-88	A Resolution authorizing Officers to act.
88-012	03-21-88	A Resolution authorizing Officers to act.
88-013	04-04-88	A Resolution approving an agreement between the City of The Dalles and Mid Columbia Paving Co.

RESOLUTION 88 - 43

RESOLUTION APPROVING CERTAIN TRANSFERS OF
APPROPRIATION WITHIN THE 1987-88 BUDGET

WHEREAS, unanticipated levels of budget expenditures have caused the increase in some budget expenditures and the decrease in others and require transfer of appropriations within the 1987-88 budget; and

WHEREAS, ORS 294.450 provides that such fund transfers shall be made by resolution of the Council; NOW, THEREFORE,

IT IS HEREBY RESOLVED AS FOLLOWS:

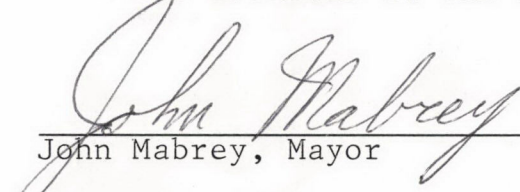
Section 1. Fund Transfers. Based upon the recommendation of the City Manager and pursuant to ORS 294.450, the transfers set out in Exhibit A attached hereto and made a part hereof by this reference are approved.

Section 2. Effective Resolution. This resolution supersedes minute resolutions and motion authorizations previously made in the same matter by the City Council.

DONE AND DATED THIS 30TH DAY OF JUNE, 1988.

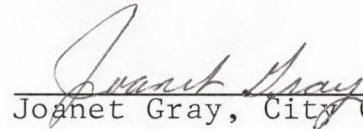
Voting Yes, Councilmembers:	<u>PHILLIPS, SPADT, WILL AND PROBSTFIELD</u>
Voting No, Councilmembers:	<u>NONE</u>
Absent, Councilmembers:	<u>CLARK</u>
Abstaining, Councilmembers:	<u>NONE</u>

AND APPROVED BY THE MAYOR THIS 30TH DAY OF JUNE, 1988.

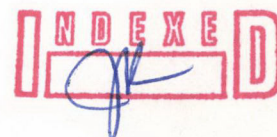


John Mabrey, Mayor

ATTEST:



Joannet Gray, City Clerk pro tem



1987-88 Wastewater Treatment Budget Transfer:

	Budgeted	Expended	Transfer	New Total
Personal Services	180,737	191,860	+11,124	191,860
Contingency	18,000	0	-11,124	6,876

1987-88 Airport Budget Transfer:

	Budgeted	Expended	Transfer	New Total
Materials & Services	83,678	93,254	+9,576	93,254
General Fund Cont.	83,940	0	-9,576	74,364

1987-88 Wastewater Collection

	Budgeted	Expended	Transfer	New Total
Materials & Services	31,050	36,285	+5,235	36,285
Capital Outlay	100,500	18,599	-20,000	80,500

1987-88 Vietnam Memorial

	Budgeted	Expended	Transfer	New Total
Materials & Services	50	348	+298	348
Capital Outlay	1,900	0	-298	1,161

7/5
Recs. #
88-43

THE DALLES-WASCO COUNTY LIBRARY

East Seventh Place and Court Street

The Dalles, Oregon 97058

Telephone (503) 296-2815

June 23, 1988

M E M O R A N D U M

TO : Del Cesar, City Manager
FROM : Sheila Dooley, Librarian
SUBJECT : Library Budget Transfer

1987-1988 Budget Summary:

	Budgeted	Expended	Transfer	New Total
Personal Services	159,274	155,001	-2,357	156,917
Materials & Services	60,786	60,219	0	60,786
Capital Outlay	<u>6,182</u>	<u>8,539</u>	<u>+2,357</u>	<u>8,539</u>
Totals	226,242	223,759	0	226,242

In order not to be overspent in Capital Outlay, \$2,357 needs to be transferred from Personal Services into Capital Outlay.

Thank you.

Sheila Dooley

Honorable Mayor and City Council of The Dalles

RE: Street Department Budget Transfers

Ladies and Gentlemen:

I would like to recommend the following budget transfer in the 1987-88 budget so that we can commit this years funds to the Oregon Street and Cherry Heights overlay project. The City's portion of the costs of these two project is \$ 27,000.00.

The following adjustments and transfers are necessary:

LINE ITEMS AND/OR CATEGORY	PRESENT AMOUNT 1987-88 BUDGET	REVISED AMOUNT 1987-88 BUDGET	NET CHANGE
Contractors 0065881	\$ 25,000.00	\$ 52,000.00	+ \$ 27,000.00
Capital Outlay	\$ 186,300.00	\$ 213,300.00	+ \$ 27,000.00
Regular Salaries 0060111	\$ 172,125.00	\$ 158,691.00	- \$ 13,434.00
Payroll Expenses 0060195	\$ 83,566.00	\$ 70,000.00	- \$ 13,566.00
Total Personal Services	\$ 275,691.00	\$ 248,691.00	- \$ 27,000.00

This budget transfer is possible due to the fact that the Assistant Director position was unfilled from July 1 through March 1 (representing \$ 20,700.00) and one Equipment Operator position was unfilled from July 1 through May 31, temporary was used, (representing \$ 6,000.00).

Respectfully,

Rod McKee
By [Signature]
Rod McKee P.E.
Director Public Works/City Engineer
RM/kb



CITY of THE DALLES

313 COURT STREET
THE DALLES, OREGON 97058

DEPARTMENT OF WATER SUPPLY & TREATMENT

May 24, 1988

DIVISIONS OF:

- ___ Water Treatment
- ___ Bio-Laboratories
- ___ Watershed Mgm't

M E M O R A N D U M

TO: DEL CESAR, CITY MANAGER

FROM: BILL KEYSER, DIRECTOR

SUBJECT: BUDGET TRANSFER REQUEST/ WATER SUPPLY & TREATMENT 061

The Department has completed an extensive review of its budget standing with projections extended to the end of the 1987-88 Fiscal Year.

Our overall Budget (Appropriations vs. Expenditures) will show a significant Budget Balance for the Department for FY 1987-88.

We will require a budget transfer from line code 62-321 to Line code 112 to balance the Personnel Services Division of our Budget for the year.

Our projections for Personnel Services in our FY 87-88 Budget will present the following end-of-year conditions:

<u>Line Code</u>	<u>Description</u>	<u>Projected Balance</u>
111	Regular Salaries	\$ 7,708.17
112	*Temporary/Overtime	-(\$ 17,074.47)
195	Payroll Expenses	\$ 10,953.12

PROJECTED PAYROLL BALANCE END FY: \$ 1,586.82

* See Page 2 For Specific Projections Line Codes 111 & 112

Larry Carleton, Water Quality Tech. II has indicated that he is considering accepting a position with the City of Hillsboro in the very near future (before end of June 1988). Considering this possibility, we have determined the cost to pay Larry for his accumulated Vacation, Accumulated Comp. Time, and Accumulated Holiday Time. This total comes to \$5,696 approximately. This burden would over extend the Personnel Services Division of our current Budget in the amount of: \$4,109.18.

EXHIBIT A - 4

Budget Transfer Request
 Dept. of Water Supply & Treatment, FY 87-88

BUDGET PROJECTION STANDING

FOR

End of June, 1988

	Regular	Overtime	Temporary
May Payroll	16,871.00	200.00	1,496.88
June Payroll projected	16,871.00	400.00*	3,880.00
Subtotal	33,742.00	600.00	5,376.88
Carleton	in June Proj.	5,096.00	-0-
Total Payroll Projection	33,742.00	5,696.00	5,376.88

* Bt project

Regular Salaries	Balance at end of April	41,450.17
Account 61-111	May/June Payroll	<u>(33,742.00)</u>
	Balance, end of June	7,708.17
Temp & Overtime	Balance at end of April	(11,097.59)
Account 61-112	May/June Overtime	(600.00)
	May/June Temporary	<u>(5,376.88)</u>
	Sub-total	(17,074.47)
	Carleton	<u>(5,696.00)</u>
	Balance, end of June	(22,770.47)

Budget Transfer Request
Dept. of Water Supply & Treatment

In addition, the department is very much involved in water quality monitoring for the Spruce Budworm Spray Project-88. This Project will require a very significant amount of staff overtime due to the logistics of Sample site Preparation on Days-of-Spray Events within the Watershed Reserve. We have made an attempt at estimating the amount of overtime to be occur in this project and it is a very rough estimate on the conservative side.

In order to prevent a Personnel Services Division Budget deficit in the 87-88 FY it will be necessary to transfer funds from the Supplies & Maintenance Division of the Budget.

It is my request and recommendation that a transfer in the amount of \$7,500 be made from Line Code 62-321 to Line Code 62-112. This should provide for an acceptable margin of balance for Personnel Services in the current budget at years end.....June 30, 1988. Line Code 62-321 will show a very significant Budget Balance at End-of-Year due to lack of need for certain treatment chemicals during the past year.

BUDGET BALANCE PROJECTIONS FOR REMAINDER OF 87-88 DIVISIONS

1) <u>TOTAL SUPPLIES & MAINTENANCE</u>	=	\$ 42,301
LESS Transfer To Code 62-112	=	- (\$ 7,500)
PROJECTED FINAL BUDGET BALANCE:		\$ 34,801
2) <u>TOTAL TRANSFERS OUT:</u>	=	\$ 100
3) <u>TOTAL CAPITAL OUTLAY:</u>	=	\$ 1,317
4) <u>TOTAL CONTINGENCIES & BALANCE:</u>	=	\$ 21,400
**5) <u>PERSONNEL SERVICES PROJECTED BAL.</u>	=	\$ 3,391
END FY TOTAL PROJECTED BUDGET BALANCE:		\$ 61,009

** From Requested Transfer & Project Expenditures
in Personnel Services as per Page 1 data.

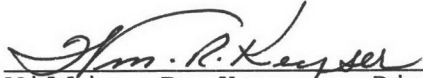
NOTE: Del, it is very likely that the new Chem Lab and Chem. Feeder Building additions approved by City Council & Budget Committee for Wicks Plant will not be constructed until late June or early July 1988. Thus, I request encumberment of these funds in the amount of \$64,436 to be carried into the next fiscal year to pay for this project. It has not yet gone to bid. We expect the project to go to bid about the Second week of June 1988. These appropriations are found in Line Code 65-803 of current budget.

Pg. 4

Budget Transfer Request
Dept. of Water Supply & Treatment

If you have any questions with regards to any of the budget requests for transfer or the projected budget balances please advise this office.

Thank you for your time given this memo and request for action!



William R. Keyser, Director
Dept. of Water Supply & Treatment

WRK/br

cc: Sue Kennedy, Dept. Sec'y

RESOLUTION NO. 88- 42

A RESOLUTION APPROVING AN AMENDMENT TO THE URBAN GROWTH
AREA JOINT MANAGEMENT AGREEMENT

WHEREAS, The Dalles Planning Commission has recommended and the Wasco County Court has approved an amendment to the Urban Growth Area Joint Management Agreement; and

WHEREAS, the City Council deems it desirable and in the public interest that the City of The Dalles administer its own Zoning Ordinance for all "M-2" zoned lands within the Urban Growth Boundary. NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF THE DALLES RESOLVES AS FOLLOWS:

Section 1. Amendment Approved. The amendment of parts of Section 3 of the Agreement is approved and the text shall read as follows:

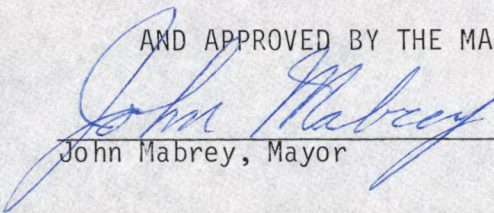
3. "b. All land use action requests shall be initially processed by the County with the exception of requests involving properties in the M-2, Heavy Industrial and Manufacturing Zone.
- e. Land Use reviews for properties in the M-2, Heavy Industrial and Manufacturing Zone, shall be processed by the City and sent to the County for concurrent review. The City shall give the County adequate notice to respond within the notice and review period specified in the City Zoning Ordinance. Additional time for review may be provided upon request by the County with the concurrence of the City. The City Planning Commission shall take into consideration the County's recommendation when making its decision on land use requests."

Section 2. Officers to Act. The Mayor, City Manager and other officers and employees of the City of The Dalles are hereby authorized and instructed to execute the proposed agreement on behalf of the City and to do such other acts as are necessary and proper.

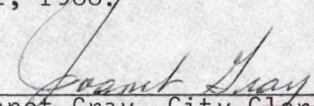
DONE AND DATED THIS 20TH DAY OF JUNE, 1988.

Voting Yes, Councilmembers:	CLARK, SPADT, WILL AND PROBSTFIELD
Voting No, Councilmembers:	NONE
Absent, Councilmembers:	PHILLIPS
Abstaining, Councilmembers:	NONE

AND APPROVED BY THE MAYOR THIS 20TH DAY OF JUNE, 1988.


John Mabrey, Mayor

ATTEST:


Joanet Gray, City Clerk Pro Tem



CITY of THE DALLES

313 COURT STREET
THE DALLES, OREGON 97058

June 14, 1988

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JACK LESCH, PLANNING DIRECTOR *Jack*

SUBJECT: AMENDMENT TO THE URBAN GROWTH AREA JOINT MANAGEMENT AGREEMENT

The County Court has approved an amendment to the 1983 agreement following a recommendation by The Dalles Planning Commission. The City-County agreement establishes procedures for County administration of the City land use ordinances in the Urban Growth Area.

The amendment allows the City to administer its own ordinances for all Heavy Industrial and Manufacturing (M-2) zoned land within the Urban Growth Area. The primary reason for the change is to shorten the time period for review of proposals in the Port Industrial Center. In addition, the City has a major interest in the area because of the existing public facilities. The center will eventually be incorporated pursuant to a delayed annexation agreement.

It is recommended that the City Council approve the amendment approved by the County Court. (See Resolution following this memo for new language.)

JL/db

attachment

RESOLUTION NO. 88 - 41

A RESOLUTION UPDATING THE AUTHORIZATIONS OF RESOLUTIONS NO. 87-14, 87-15, 87-16, 87-19, 87-20, 87-21, AND 87-22 REGARDING THE SIGNING OF CHECKS AND DRAFTS AND ENDORSING OF CHECKS AND OTHER INSTRUMENTS FOR THE CITY OF THE DALLES

WHEREAS, on February 17, 1987, the City Council of the City of The Dalles passed Resolutions No. 87-14, 87-15, 87-16, 87-17, 87-18, 87-19, 87-20, 87-21, and 87-22 selecting depository sites and authorizing the signing of checks and drafts and the endorsing of checks and other instruments for the City of The Dalles; and

WHEREAS, the accounts referred to in Resolutions 87-17 and 87-18 have since been closed; and

WHEREAS, the City of The Dalles is undergoing staff changes and reorganization and needs to update its list of employees authorized to sign documents as referred to in said resolutions; NOW, THEREFORE,

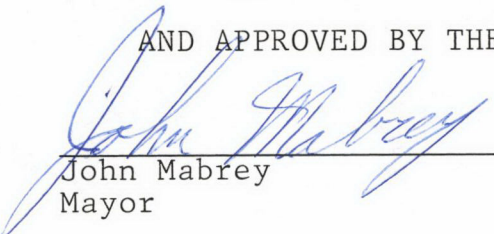
BE IT RESOLVED BY THE CITY COUNCIL:

On and after July 1, 1988, the following employees of the City of The Dalles are the only employees authorized to sign checks and drafts on behalf of the City: Paul Koch, City Manager; Jack Lesch, City Planner; B. J. Matzen, City Attorney; and Joanet Gray, Office Supervisor, and all authorizations by prior resolutions are invalid.

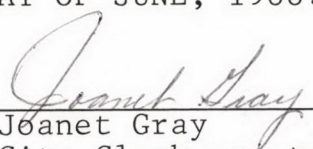
DONE AND DATED THIS 20TH DAY OF JUNE, 1988.

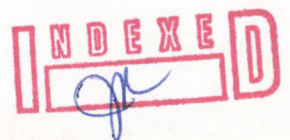
Voting Yes, Councilmembers:	CLARK, PROBSTFIELD, SPADT AND WILL
Voting No, Councilmembers:	NONE
Absent, Councilmembers:	PHILLIPS
Abstaining, Councilmembers:	NONE

AND APPROVED BY THE MAYOR THIS 20TH DAY OF JUNE, 1988.


John Mabrey
Mayor

ATTEST:


Joanet Gray
City Clerk pro tem



A RESOLUTION AUTHORIZING THE LEVEL OF CASH TO BE
RETAINED IN THE MUNICIPAL COURT AND MUNICIPAL
AIRPORT CASH DRAWERS AND PROVIDING FOR THE
SAFEKEEPING OF COURT AND AIRPORT RECEIPTS.

WHEREAS, the 1987 fiscal year Comprehensive Annual Financial
Report recommendations point out the need for authorizations to
establish the level of cash retained in the cash drawers of the
Municipal Court and Municipal Airport; and

WHEREAS, the City Council of the City of The Dalles desires to
establish such authorizations; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL:

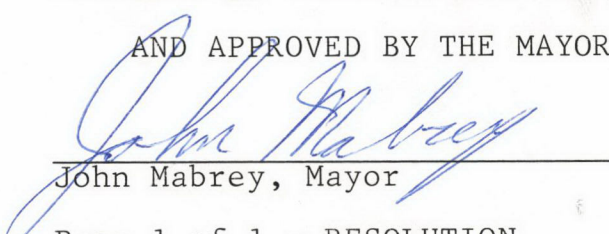
Section 1. Municipal Court Authorization. The Municipal Court is
hereby authorized to retain \$50.00 in its cash drawer for the purpose
of making change. All other funds should be taken to the Financial
Office on a daily basis and placed in the safe.

Section 2. Municipal Airport Authorization. The Municipal
Airport is hereby authorized to retain \$200.00 in its cash drawer for
the purpose of making change. The till at the Municipal Airport
shall be counted and brought to the \$200.00 figure on a daily basis
and all receipts over that amount stored in a locked container. All
receipts over the \$200.00 retained shall be turned over to the City
Financial Office once a week, on the same day each week.

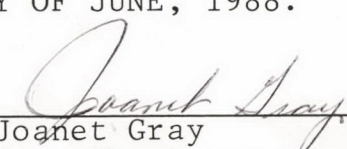
DONE AND DATED THIS 20TH DAY OF JUNE, 1988.

Voting Yes, Councilmembers:	PROBSTFIELD, WILL, SPADT AND CLARK
Voting No, Councilmembers:	NONE
Absent, Councilmembers:	PHILLIPS
Abstaining, Councilmembers:	NONE

AND APPROVED BY THE MAYOR THIS 20TH DAY OF JUNE, 1988.


John Mabrey, Mayor

ATTEST:


Joannet Gray
City Clerk pro tem



CITY of THE DALLES

313 COURT STREET
THE DALLES, OREGON 97058

M E M O R A N D U M

TO: Mayor and City Council
FROM: City Manager, Del Cesar
RE: Audit Recommendations
DATE: June 15, 1988

In the recently received audit, on Page 82, are two recommendations.

The first recommendation is that a resolution be passed authorizing the Court to have \$50.00 in its cash drawer for the purpose of making change.

The second recommendation is that the receipts from the Airport be turned over to the City once per week on the same day each week. They also recommend that the till be counted and brought to \$200.00 on a daily basis; and the receipts for that day be removed from the till and stored in a locked container.

The court has not had an amount in its cash drawer authorized by the City, so Jo Barry keeps money in the drawer but no set amount.

On the Airport, the amount that was authorized was \$100.00. The auditors are recommending that be increased to \$200.00.

DC/naa

RESOLUTION NO. 88 - 39

A RESOLUTION APPROVING AN AGREEMENT BETWEEN
THE CITY OF THE DALLES AND RICH TENOLD CONSTRUCTION

WHEREAS, the City Engineer called for bids for 1988 Sidewalk
Project No. 1; and

WHEREAS, said bids were opened on June 1, 1988 at 2:00 p.m.; and

WHEREAS, the only bid received was from Rich Tenold Construction,
at \$27,007.00; and

WHEREAS, the City Engineer's estimate for this sidewalk
improvement project was \$27,911.00; and

WHEREAS, it is in the public interest to execute a Notice of Award
and Contract between the City of The Dalles and Rich Tenold
Construction to complete this project; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL:

Section 1: Contract Approved. The Contract between the City of
The Dalles and Rich Tenold Construction for the construction of the
1988 Sidewalk Project No. 1 is hereby accepted and approved.

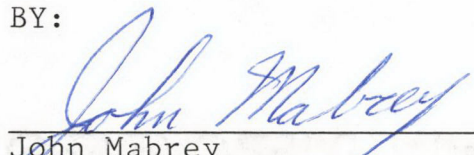
Section 2: Officers to Act. The Mayor, City Clerk and such other
officers and employees of the City of The Dalles are hereby authorized
to sign Contract No. 88-019, and to do such other acts as are
necessary and proper.

DONE AND DATED THIS 6TH DAY OF JUNE, 1988.

Voting Yes, Councilmembers:	<u>CLARK, PHILLIPS, SPADT, WILL AND PROBSTFIELD</u>
Voting No, Councilmembers:	<u>NONE</u>
Absent, Councilmembers:	<u>NONE</u>
Abstaining, Councilmembers:	<u>NONE</u>

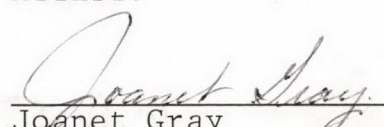
AND APPROVED BY THE MAYOR THIS 6TH DAY OF JUNE, 1988.

BY:

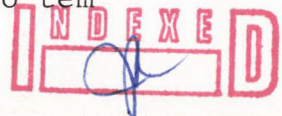


John Mabrey
Mayor

ATTEST:



Joanet Gray
City Clerk pro tem





CITY of THE DALLES

313 COURT STREET
THE DALLES, OREGON 97058

June 2, 1988

TO: HONORABLE MAYOR AND CITY COUNCIL OF THE DALLES, OREGON

RE: 1988 SIDEWALK PROJECT NO. 1

At the April 18, 1988 regular meeting, City Council passed a motion to adopt a Resolution Declaring the Intention of the City Council to Construct Sidewalk Improvements, Establishing a Local Improvement District and Directing Notices and Publication.

Bids for the above mentioned project were opened at 2:00 p.m., June 1, 1988. One bid was received from Rich Tenold Construction in the amount of \$27,007.00. Although Rich has done a lot of concrete work, he hasn't done much in the way of sidewalks. Rich has said that a local sidewalk contractor has agreed to help him on this project. In order to complete this project in a timely manner, and based on Rich's past work performance, I recommend we award the contract to Rich Tenold in the amount of \$27,007.00. The Engineer's estimate for this sidewalk improvement project was \$27,911.00.

The other alternative the Council has is to go out for bids again on this project. The problem with doing this is there is no guarantee we will receive any bids and the project will be delayed further.

The Bid Tabulation sheet is attached for your review.

Respectfully submitted,

Kim S. McMillan
Asst. to the City Engineer

db

attachment

BID TABULATION

DEPARTMENT OF PUBLIC WORKS /
ENGINEERING DEPARTMENT

PROJECT: 1988 SIDEWALK PROJECT NO. 1

BID DATE: JUNE 1, 1988

[illegible]

BID TABULATION

DEPARTMENT OF PUBLIC WORKS /
ENGINEERING DEPARTMENT

BID DATE: JUNE 1, 1988

[illegible]

new CARds go
with new
applications

RESOLUTION NO. 88- 38

A RESOLUTION APPROVING AN APPLICATION FOR
EXEMPT STATUS RENEWAL TO THE STATE FIRE MARSHAL
AND AUTHORIZING OFFICERS TO ACT

WHEREAS, the City of The Dalles Fire Department has made an application to the State Fire Marshal for Exempt Status Renewal, a copy of which is attached hereto, and by this reference made a part hereof; and

WHEREAS, the City Council deems it necessary and desirable in the public interest to sign such application for the reasons set out in the recital therein. NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF THE DALLES RESOLVES AS FOLLOWS:


Section 1. Application Approved. The application for Exempt Status Renewal to the State Fire Marshal is hereby approved by the City of The Dalles.

Section 2. Officers to Act. The Mayor, City Manager and other officers and employees of the City of The Dalles are hereby authorized and instructed to execute the proposed agreement on behalf of the City and to do such other acts as are necessary and proper.

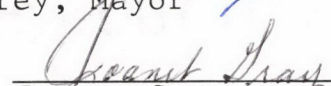
DONE AND DATED THIS 6TH DAY OF JUNE, 1988.

Voting Yes, Councilmembers:	PHILLIPS, PROBSTFIELD, CLARK, WILL AND SPADT
Voting No, Councilmembers:	NONE
Absent, Councilmembers:	NONE
Abstaining, Councilmembers:	NONE

AND APPROVED BY THE MAYOR THIS 6TH DAY OF JUNE, 1988.



John Mabrey, Mayor

ATTEST: 

Joannet Gray
City Clerk/Treasurer Pro tem





THE DALLES FIRE DEPARTMENT

PARTNERS IN FIRE PREVENTION

313 COURT STREET THE DALLES, OREGON 97058

PHONE (503) 298-4178



May 24, 1988

TO: Del Cesar, City Manager
Mayor Mabrey and City Council Members

FROM: Al Jones, Fire Chief

SUBJECT: Renewal of Exempt Status for City of The Dalles, as provided by

We have received the necessary forms from the State Fire Marshal and are once again requesting permission from City Council to renew our Exempt Status. We need your approval for the Mayor and City Manager to sign the application forms and a resolution approved by City Council, to proceed with this renewal.

The current exempt status term expires on July 1, 1988 and we have been scheduled for review by the State Fire Marshal on June 28-29, 1988.

This Exempt Status allows the City to maintain local control in our building and fire safety codes enforcement.

I have attached a copy of the application forms to this request.

Albert J. Jones

Albert J. Jones
Fire Chief

RESOLUTION NO. 88 - 37

A RESOLUTION APPROVING AN AGREEMENT BETWEEN
THE CITY OF THE DALLES AND ROOPER, ONSTOTT, BROEHL & WAY, P.C.

WHEREAS, the City called for proposals to audit dealers under the
City Gas Tax Ordinance; and

WHEREAS, said proposals were to be received by June 3, 1988; and

WHEREAS, it is in the public interest to utilize the services of
Rooper, Onstott, Broehl & Way, P.C. to perform the audits of gasoline
dealers as directed under the City Gas Tax Ordinance; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL:

Section 1: Proposal Acceptance. The proposal of Rooper, Onstott,
Broehl & Way, P.C. for the audit of gasoline dealers in the maximum
amount of \$950 is hereby accepted and approved.

Section 2: Officers to Act. The Mayor, City Clerk and such other
officers and employees of the City of The Dalles are hereby authorized
to do such other acts as are necessary and proper.

DONE AND DATED THIS 6TH DAY OF JUNE, 1988.

Voting Yes, Councilmembers:	CLARK, SPADT, WILL, PROBSTFIELD AND PHILLIPS
Voting No, Councilmembers:	NONE
Absent, Councilmembers:	NONE
Abstaining, Councilmembers:	NONE

AND APPROVED BY THE MAYOR THIS 6TH DAY OF JUNE, 1988.

BY:

John Mabrey
John Mabrey
Mayor

ATTEST:

Joanet Gray
Joanet Gray
City Clerk pro tem



RESOLUTION 88-36

A RESOLUTION SUPPORTING THE REHABILITATION AND WIDENING
ALTERNATIVE OF THE WEST 6TH STREET BRIDGE AS IDENTIFIED IN
THE DRAFT ENVIRONMENTAL IMPACT STATEMENT FOR SAID BRIDGE

WHEREAS, the Federal Highway Administration has made a request for comment regarding the alternate plans for the Sixth Street Corridor which were addressed in the Draft Environmental Impact Statement; and

WHEREAS, the City Council has reviewed the Draft Statement and testimony received in response to the public hearing held May 16, 1988; and

WHEREAS, the City of The Dalles supports rehabilitation and widening of the Sixth Street Bridge under the Highway Bridge Replacement Program as a solution to the traffic congestion and safety problems caused by the existing configuration of the bridge; and

WHEREAS, an evaluation of the Draft Environmental Impact Statement for the project indicates rehabilitation and widening of the bridge to the south will have little, if any, impact on the Bennett-Williams House and if there is an adverse impact it is subject to mitigation or to alleviation by modification of the recommended bridge construction standards; and

WHEREAS, rehabilitation and widening to the south will allow retention of the balustrade on the north side, which balustrade is in the best condition;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL:



Section 1. Requested Review of Impact of Rehabilitation and Widening to the South. The City requests that the rehabilitation and widening in kind to the south be reviewed again to verify impacts to the Bennett-Williams property, if any.

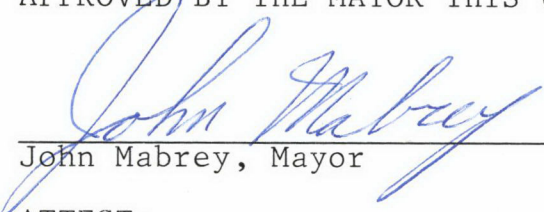
Section 2. Rehabilitation and Widening as Preferred Alternative. The City prefers to pursue rehabilitation and widening in kind to the south if impacts to the Bennett-Williams House are minimal.

The City supports rehabilitation and widening in kind to the north if widening to the south is determined to have an unacceptable, unmitigable impact on the Bennett-William House.

DONE AND DATED THIS 6TH DAY OF JUNE, 1988.

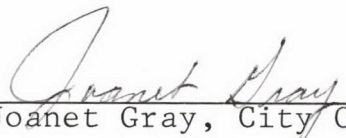
Voting Yes, Councilmembers:	<u>CLARK, PROBSTFIELD, WILL, SPADT AND PHILLIPS</u>
Voting No, Councilmembers:	<u>NONE</u>
Absent, Councilmembers:	<u>NONE</u>
Abstaining, Councilmembers:	<u>NONE</u>

APPROVED BY THE MAYOR THIS 6TH DAY OF JUNE, 1988.



John Mabrey, Mayor

ATTEST:



Joanet Gray, City Clerk Pro tem

RESOLUTION 88 - 35

A RESOLUTION APPROVING AN AGREEMENT BETWEEN
THE CITY OF THE DALLES AND TREATY OAK COMMUNITY
COLLEGE SERVICE DISTRICT

WHEREAS, Treaty Oak Community College Service District is in need of a school library; and

WHEREAS, The Dalles-Wasco County Public Library is the nearest and most accessible library in the Treaty Oak Community College Service District and use of this library would be a great savings to students of the college and taxpayers of the District; and

WHEREAS, Treaty Oak Community College Service District is willing to provide funds in the amount of \$36,094 to assist in supplying The Dalles-Wasco County Public Library with the necessary materials and staff to facilitate its use as a community college library; and

WHEREAS, the City Council deems it in the City's best interest to enter into an agreement with the Treaty Oak Community College Service District to provide library services;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL:

Section 1. Agreement Approved.

The Agreement between Treaty Oak Community College Service District and the City as stated above is hereby accepted and approved.

Section 2. Officers to Act.

The Mayor, City Clerk and such other officers and employees of the City of The Dalles are hereby authorized to sign the Agreement between Treaty Oak Community College Service District and to do such other acts as are necessary and proper.



DONE AND DATED THIS 6TH DAY OF JUNE, 1988.

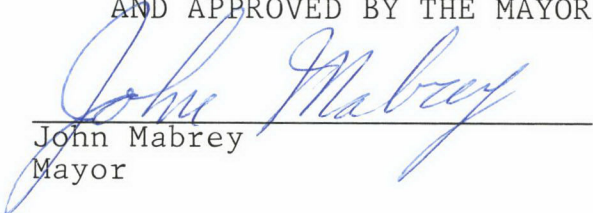
Voting Yes, Councilmembers: CLARK, PHILLIPS, WILL, SPADT AND PROBSTFIELD

Voting No, Councilmembers: NONE

Absent, Councilmembers: NONE

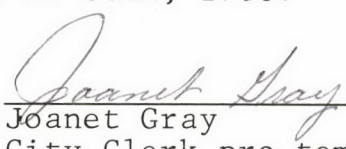
Abstaining, Councilmembers: NONE

AND APPROVED BY THE MAYOR THIS 6TH DAY OF JUNE, 1988.



John Mabrey
Mayor

ATTEST:



Joanet Gray
City Clerk pro tem

AGREEMENT

This agreement is made and entered into this 6th day of June, 1988, between the City of The Dalles, a municipal corporation of the State of Oregon, herein referred to as the City, and Treaty Oak Community College Service District, a political subdivision of the State of Oregon, herein referred to as Treaty Oak. It is mutually agreed by the City and Treaty Oak as Follows:

Scope of Services: The City agrees to perform nonexclusive library services, as detailed below, at the Dalles-Wasco County Public Library, 722 Court St., The Dalles, Oregon, for Treaty Oak-enrolled students and members of the faculty of Treaty Oak during the 1988-89 fiscal year ending June 30, 1989, in conjunction with the provision of similar library services to the general public and pursuant to any agreement entered into between the City and Wasco County.

Library Services: The Library services shall include but not be limited to the following:

1. Provision of reference materials and assistance in their use;
2. Information and referral;
3. Circulation of books and other library materials;
4. Interlibrary loan services;
5. Extension of borrowing privileges to Treaty Oak students and faculty;
6. Maintenance of reserve shelf;
7. Meeting room for Treaty Oak classes when available;
8. The Dalles-Wasco County Public Library may be named by Treaty Oak as its library for accreditation purposes;
9. Resource Reference Librarian responsibilities, including but not limited to the following:
 - a. purchase of books and periodicals with funds provided by Treaty Oak, which shall be processed, owned, and maintained by the library;
 - b. library orientation and instruction;
 - c. locating book reviews, brochures, and advertisements for use by Treaty Oak liaison and faculty;
 - d. joint cooperation on the Learn to Read (Adult Literacy) Program, which shall be housed in the library;
 - e. promotion of student and faculty use of the library;
and

f. promotion of interlibrary loan use by Treaty Oak students and faculty.

10. Attendance by Library staff at meetings with Treaty Oak pertaining to this agreement.

Time of Performance: If either party wishes to discontinue this Agreement, that party will give six months written notice to the other party prior to the termination of this Agreement; provided, however, Treaty Oak may terminate this Agreement upon 30 days written notice to City upon the failure of its tax base or operating levy. This Agreement may be terminated for cause if either party fails to perform its obligations hereunder. This Agreement supersedes all previous agreements.

Payments and Compensation: For and in consideration of the services to be performed under this contract, Treaty Oak agrees to budget for and pay to the City \$36,094 for library materials and personnel costs. Specifically, a portion of these funds are meant to cover and will be used to pay 50% of the total salary and benefit costs of the Resource Reference Librarian position and the balance will be used for audiovisual materials, library resources, network fees and instructional equipment for the library. Cost of materials purchased directly by Treaty Oak shall be verified by Treaty Oak providing the City with a copy of the paid invoice representing such materials. All materials shall be owned, housed, and maintained by the library, and made available for use by Treaty Oak faculty, students and general public. Specifically college related services will be provided by Treaty Oak.

IN WITNESS WHEREOF, the City and Treaty Oak have executed this agreement by their duly authorized officers on the day and year first written above.

City of The Dalles, a municipal
corporation of the State of
Oregon

BY:

ATTEST:

John Mabrey
Mayor

Joanet Gray
City Clerk pro tem

Treaty Oak, a political subdivision
of the State of Oregon

By: _____
Bill Bell, President

RESOLUTION NO. 88 - 34

A RESOLUTION AUTHORIZING OFFICERS TO ACT

WHEREAS, the City Engineer called for proposals for the Computer Aided Mapping of the City Sewer System; and

WHEREAS, the proposals were to be received by February 25, 1988; and

WHEREAS, it was brought to the City's attention that Oregon Department of Transportation, Highway Division, had a map of The Dalles on their computer system that could be used to help create the base for our map, thereby necessitating a call for revised proposals; and

WHEREAS, the revised proposals were to be received by May 23, 1988; and

WHEREAS, Engineering and Design Associates, Inc. (EDA) has been recommended as the preferred proposer, having the most practical experience and background; and

WHEREAS, it is in the public interest to utilize the services of Engineering and Design Associates, Inc., to proceed with the computer aided mapping of the city sewer system;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL:

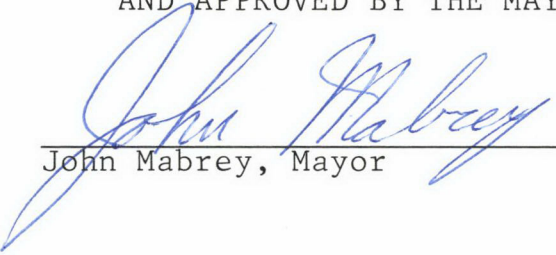
Section 1. Officers to Act. The City of The Dalles, its officers and employees are hereby authorized to enter into negotiations to enter into a contract with Engineering & Design Associates, Inc., for the purpose of mapping the City sewer system aided by computer and, upon conclusion of negotiations, to bring said contract to council for approval.



DONE AND DATED THIS 6TH DAY OF JUNE, 1988.

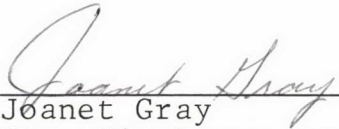
Voting Yes, Councilmembers:	<u>PROBSTFIELD, CLARK, SPADT, WILL AND PHILLIPS</u>
Voting No, Councilmembers:	<u>NONE</u>
Absent, Councilmembers:	<u>NONE</u>
Abstaining, Councilmembers:	<u>NONE</u>

AND APPROVED BY THE MAYOR THIS 6TH DAY OF JUNE, 1988.



John Mabrey, Mayor

ATTEST:



Joanet Gray
City Clerk pro tem



CITY of THE DALLES

313 COURT STREET
THE DALLES, OREGON 97058

June 2, 1988

COMPUTER AIDED MAPPING OF CITY SEWER SYSTEM
Contract No. 88-015

HONORABLE MAYOR AND CITY COUNCIL OF THE DALLES, OREGON

As you recall, we requested proposals for the above named project be submitted on February 25, 1988. From 13 proposers, 5 were selected for the short list.

It was then brought to my attention that Oregon Department of Transportation (ODOT), Highway Division, has a map of The Dalles on their computer system that can be used to help create the base for our map. Because of the availability of the ODOT map and the possible cost savings I requested each of the 5 proposers to review this map and submit a new proposal reflecting any cost savings it might provide. These revised proposals were to be submitted on May 23, 1988.

I have attached a Proposal Tabulation showing the new proposal amounts. I recommend we begin negotiations to enter into an agreement for this project with Engineering and Design Associates (EDA). Although CADD Contractors' proposal is substantially lower, I believe the experience and background of EDA is more extensive and better suited to our mapping project.

Respectfully submitted,

Kim S. McMillan
Asst. to the City Engineer

db

attachment

PROPOSAL TABULATION

Project: Computer Aided Mapping of City Sewer
System

Proposal Deadline: May 23, 1988

<u>PROPOSER NAME & ADDRESS</u>	<u>AMOUNT PROPOSED</u>
CADD Contractors 7004 SW 52nd Avenue Portland, OR 97219	\$15,645.00

David Evans & Assoc., Inc. 709 NW Wall Street, Ste. 102 Bend, OR 97701	\$41,200.00

Engineering & Design Associates 2 Plaza Southwest 6900 SW Haines Road Tigard, OR 97223	\$21,975.60

R & R Sy-Tec, Inc. P.O. Box 696 The Dalles, OR 97058	\$34,758.63

Russ Fetrow Engineering, Inc. P.O. Box 501 Salem, OR 97308	\$68,640.00

RESOLUTION NO. 88 - 33

A RESOLUTION APPROVING CHANGE ORDER #1
FOR THE KELLY AVENUE DEWATERING WELLS PUMP INSTALLATION
CONTRACT #88-013 WITH SCHNEIDER EQUIPMENT, INC.

WHEREAS, the Kelly Avenue Dewatering Well Pump Installation Project is proposed to involve only 5 wells rather than the original 14; and

WHEREAS, the capacities of several of these wells need to be changed; and

WHEREAS, a delay has resulted in filling the order for necessary flow meters which was outside the contractor's control; and

WHEREAS, these matters need to be reflected in a change order to the existing contract; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL:

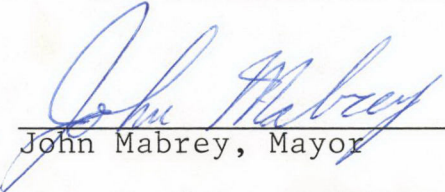
Section 1. Change Order Approved. Change order #1 to Contract #88-013 is hereby accepted and approved.

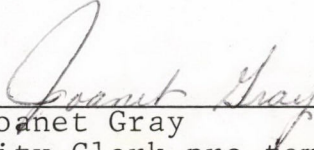
Section 2. Officers to Act. The Mayor, City Clerk and such other officers and employees of the City of The Dalles are hereby authorized to do such acts as are necessary and proper.

DONE AND DATED THIS 6TH DAY OF JUNE, 1988.

Voting Yes, Councilmembers: CLARK, PHILLIPS, WILL, SPADT AND PROBSTFIELD
Voting No, Councilmembers: NONE
Absent, Councilmembers: NONE
Abstaining, Councilmembers: NONE

AND APPROVED BY THE MAYOR THIS 6TH DAY OF JUNE, 1988.


John Mabrey, Mayor

ATTEST: 
Joanet Gray
City Clerk pro tem



RESOLUTION NO. 88 - 32

RESOLUTION DIRECTING THE CITY MANAGER TO PREPARE
AN EMERGENCY RESPONSE PLAN FOR THE CITY.

WHEREAS, emergencies occur within the City of The Dalles which have the potential of threatening the public peace, health and safety of its residents and property owners; and,

WHEREAS, the City of The Dalles has the authority and responsibility to preserve the public peace, health and safety of its residents and property owners; and,

WHEREAS, a goal of the City of The Dalles is to safeguard life and property by making efficient use of resources to minimize the impact of environmental, technological, civil and political emergencies; and,

WHEREAS, in furtherance of this goal, the City Council passed Resolution No. 88-30 on June 6th, 1988, by which the City accepted and became a part of the Wasco County Emergency Response Plan; and,

WHEREAS, the County Plan contemplated the establishment of an Emergency Response Plan for the City of The Dalles; and,

WHEREAS, the City Council desires to implement an Emergency Response Plan for the City of The Dalles; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL;

Section 1. The City Manager is directed to prepare for adoption an Emergency Response Plan for the City of The Dalles and to utilize such City staff as necessary to accomplish this objective.

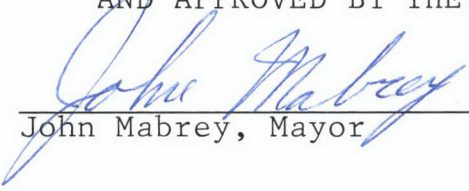


Section 2. Upon completion of the Emergency Response Plan by the City Manager and staff, the City Manager shall present the same to the City Council for adoption.

DONE AND DATED THIS 6TH DAY OF JUNE, 1988.

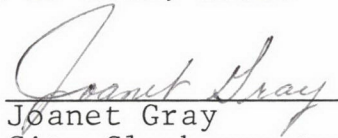
Voting Yes, Councilmembers:	<u>PHILLIPS, CLARK, PROBSTFIELD, WILL AND SPADT</u>
Voting No, Councilmembers:	<u>NONE</u>
Absent, Councilmembers:	<u>NONE</u>
Abstaining, Councilmembers:	<u>NONE</u>

AND APPROVED BY THE MAYOR THIS 6TH DAY OF JUNE, 1988.



John Mabrey, Mayor

ATTEST:



Joanet Gray
City Clerk pro tem

RESOLUTION NO. 88-31

A RESOLUTION AUTHORIZING CITY OFFICERS TO ACT

WHEREAS, the City of The Dalles has prepared an application to the Urban Development Action Grant Program of the Department of Housing & Urban Development (H.U.D.) for a grant of \$490,000, said funds to be loaned for conference center and lodging expansion of The Dalles Execulodge;

WHEREAS, public hearings have been held to consider the proposal;

WHEREAS, the project leads to new job opportunities and increased income to the area.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF THE DALLES DOES RESOLVE AS FOLLOWS:

Section 1. Application Approved

The Urban Development Action Grant Program of H.U.D., application of \$490,000 is hereby approved by the City of The Dalles.

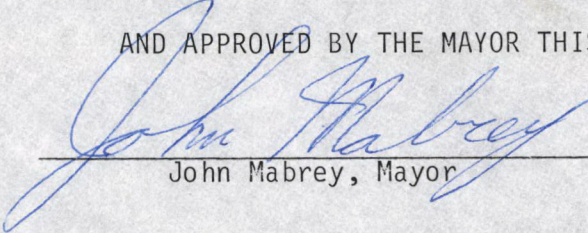
Section 2. Officers to Act

The Mayor and such other officers and employees of the City of The Dalles are hereby authorized and instructed to sign the economic development application on behalf of the City and to do such other acts as are necessary and proper.

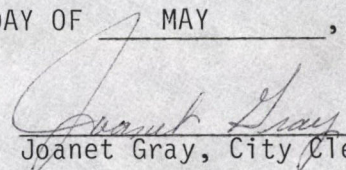
DONE AND DATED THIS 31ST DAY OF MAY, 1988.

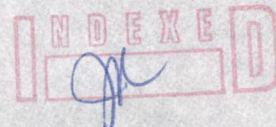
Voting Yes, Councilmembers:	Phillips, Spadt, Will and Probstfield
Voting No, Councilmembers:	None
Absent, Councilmembers:	Clark
Abstaining, Councilmembers:	None

AND APPROVED BY THE MAYOR THIS 31ST DAY OF MAY, 1988.


John Mabrey, Mayor

ATTEST:


Joanet Gray, City Clerk Pro Tem



RESOLUTION NO. 88-31

A RESOLUTION AUTHORIZING CITY OFFICERS TO ACT

WHEREAS, the City of The Dalles has prepared an application to the Urban Development Action Grant Program of the Department of Housing & Urban Development (H.U.D.) for a grant of \$490,000, said funds to be loaned for conference center and lodging expansion of The Dalles Execulodge;

WHEREAS, public hearings have been held to consider the proposal;

WHEREAS, the project leads to new job opportunities and increased income to the area.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF THE DALLES DOES RESOLVE AS FOLLOWS:

Section 1. Application Approved

The Urban Development Action Grant Program of H.U.D., application of \$490,000 is hereby approved by the City of The Dalles.

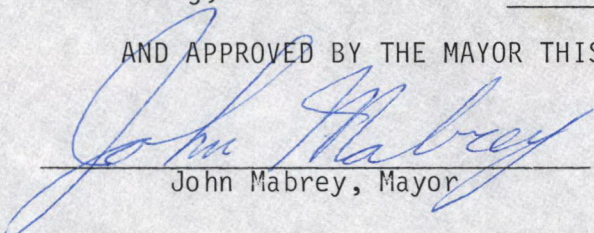
Section 2. Officers to Act

The Mayor and such other officers and employees of the City of The Dalles are hereby authorized and instructed to sign the economic development application on behalf of the City and to do such other acts as are necessary and proper.

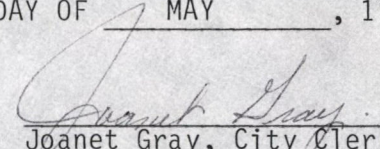
DONE AND DATED THIS 31ST DAY OF MAY, 1988.

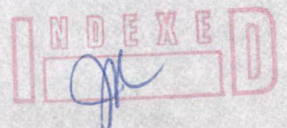
Voting Yes, Councilmembers:	Phillips, Spadt, Will and Probstfield
Voting No, Councilmembers:	None
Absent, Councilmembers:	Clark
Abstaining, Councilmembers:	None

AND APPROVED BY THE MAYOR THIS 31ST DAY OF MAY, 1988.


John Mabrey, Mayor

ATTEST:


Joanet Gray, City Clerk Pro Tem



RESOLUTION AUTHORIZING CITY TO ENTER INTO A MUTUAL
AGREEMENT WITH WASCO COUNTY REGARDING THE WASCO
COUNTY EMERGENCY RESPONSE PLAN

FILED WASCO CTY
THE DALLES OR.
JUN 8 4 17 PM '88
KAREN R. LEBRETON
COUNTY CLERK

WHEREAS, Wasco County has developed an Emergency Response Basic Plan to coordinate County response to emergency/disaster, and;

WHEREAS, the City of The Dalles, hereafter referred to as "the City" is interested in ensuring that the most efficient response to all emergencies/disasters is carried out, and;

WHEREAS, Wasco County will coordinate their Emergency Services with the City, in conjunction with the City's resources which would be dedicated through the Policy Group of the Emergency Operations Center, and;

WHEREAS, it is in the City's interest to cooperate and coordinate with the Wasco County Emergency Services; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL;

Section 1. Acceptance of Emergency Response Plan.

The City of The Dalles accepts and becomes a part of the Wasco County Emergency Response Plan as proposed and outlined in the Basic Plan as contained in 4.20.88UD Update dated April 20, 1988, pending approval by other participating jurisdictions and the Wasco County Court; and,

- A. The City agrees to review and coordinate with the maintenance of the Wasco County Emergency Response Plan; and,
- B. The City will utilize all available municipal resources in conjunction with the County as required by the Wasco County Emergency Response Policy Group containing the Mayor/Legal Designate of this participating City as deemed necessary in

the emergency/disaster situation; and, if accepted by Wasco County Court;

- C. Wasco County agrees to notify the City of any changes or modifications to the Wasco County Emergency Response Plan on an annual basis or as modifications become necessary from all participating groups.

Section 2. Officers to Act. The Mayor, City Clerk and such other officers and employees of the City of The Dalles are hereby authorized to sign in acceptance of the Mutual Agreement as set out herein, and to do such other acts as are necessary and proper.

DONE AND DATED THIS 6TH DAY OF JUNE, 1988.

Voting Yes, Councilmembers:	<u>CLARK, PROBSTFIELD, : PHILLIPS, WILL AND SPADT</u>
Voting No, Councilmembers:	<u>NONE</u>
Absent, Councilmembers:	<u>NONE</u>
Abstaining, Councilmembers:	<u>NONE</u>

AND APPROVED BY THE MAYOR THIS 6TH DAY OF JUNE, 1988.

X John Mabrey
John Mabrey, Mayor

ATTEST: Joanet Gray
Joanet Gray
City Clerk pro tem

ACCEPTED this ____ day of
June, 1988.

ACCEPTED this 6th day of
June, 1988.

WASCO COUNTY COURT

CITY OF THE DALLES

William Hulse
William Hulse, Wasco County Judge

X John Mabrey
John Mabrey, Mayor

Jim Comini
Jim Comini, Wasco County Commissioner

Joanet Gray
Joanet Gray
City Clerk pro tem

Scott McKay
Scott McKay, Wasco County Commissioner

Bernard Smith
Approved to Form
Bernard Smith, Wasco County
District Attorney

RESOLUTION NO. 88 - 30

RESOLUTION AUTHORIZING CITY TO ENTER INTO A MUTUAL
AGREEMENT WITH WASCO COUNTY REGARDING THE WASCO
COUNTY EMERGENCY RESPONSE PLAN

WHEREAS, Wasco County has developed an Emergency Response Basic Plan to coordinate County response to emergency/disaster, and;

WHEREAS, the City of The Dalles, hereafter referred to as "the City" is interested in ensuring that the most efficient response to all emergencies/disasters is carried out, and;

WHEREAS, Wasco County will coordinate their Emergency Services with the City, in conjunction with the City's resources which would be dedicated through the Policy Group of the Emergency Operations Center, and;

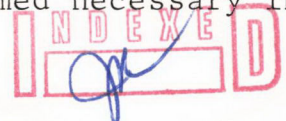
WHEREAS, it is in the City's interest to cooperate and coordinate with the Wasco County Emergency Services; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL;

Section 1. Acceptance of Emergency Response Plan.

The City of The Dalles accepts and becomes a part of the Wasco County Emergency Response Plan as proposed and outlined in the Basic Plan as contained in 4.20.88UD Update dated April 20, 1988, pending approval by other participating jurisdictions and the Wasco County Court; and,

- A. The City agrees to review and coordinate with the maintenance of the Wasco County Emergency Response Plan; and,
- B. The City will utilize all available municipal resources in conjunction with the County as required by the Wasco County Emergency Response Policy Group containing the Mayor/Legal Designate of this participating City as deemed necessary in



the emergency/disaster situation; and, if accepted by Wasco County Court;

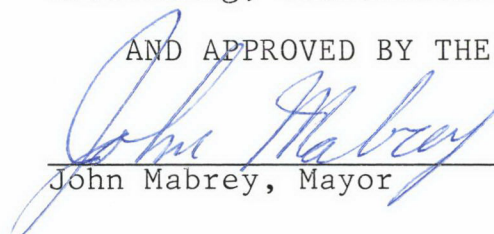
- C. Wasco County agrees to notify the City of any changes or modifications to the Wasco County Emergency Response Plan on an annual basis or as modifications become necessary from all participating groups.

Section 2. Officers to Act. The Mayor, City Clerk and such other officers and employees of the City of The Dalles are hereby authorized to sign in acceptance of the Mutual Agreement as set out herein, and to do such other acts as are necessary and proper.

DONE AND DATED THIS 6TH DAY OF JUNE, 1988.

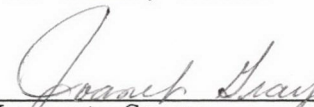
Voting Yes, Councilmembers:	<u>PHILLIPS, CLARK, PROBSTFIELD, WILL AND SPADT</u>
Voting No, Councilmembers:	<u>NONE</u>
Absent, Councilmembers:	<u>NONE</u>
Abstaining, Councilmembers:	<u>NONE</u>

AND APPROVED BY THE MAYOR THIS 6TH DAY OF JUNE, 1988.



John Mabrey, Mayor

ATTEST:



Joanet Gray
City Clerk pro tem

ACCEPTED this _____ day of
June, 1988.

ACCEPTED this 6th day of
June, 1988.

WASCO COUNTY COURT

CITY OF THE DALLES

William Hulse, Wasco County Judge

John Mabrey, Mayor

Jim Comini, Wasco County Commissioner

Joanet Gray
City Clerk pro tem

Scott McKay, Wasco County Commissioner

Approved to Form
Bernard Smith, Wasco County
District Attorney

WASCO COUNTY, OREGON
EMERGENCY OPERATIONS RESPONSE PLAN

FILED IN COUNTY
THE 04.20.88UD
JUN 1 2 13 PM 88
KAREN R. BRETON
COUNTY CLERK

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X. AUTHENTICATION

10

DISTRIBUTION

10/11

Wasco County Basic Emergency Plan

FILED WASCO CTY
THE DALE, OR.
5.6.85RD-11.4.86FD
JUN *4.20.88UD
KAREN A. LEBRETON
COUNTY CLERK

B A S I C P L A N

I. MISSION

To safeguard life and property by making maximum use of available manpower, equipment, and other resources in order to minimize the effects of natural or man-made disasters.

II. ASSUMPTIONS

Considering the fact that disasters may occur with little or no warning, these plans are based on the following assumptions:

- A. That certain areas of Wasco County are susceptible to flooding.
- B. That Wasco County and Participating Jurisdictions in Wasco County may experience from time to time emergency conditions caused by high winds, winter storms, extreme hot or cold weather, and hailstorms.
- C. That the County and Participating Jurisdictions cannot ignore the possibility of an earthquake or tornado.
- D. The County and Participating Jurisdictions may be subjected to man-caused disasters or major emergencies within its jurisdictions such as; commercial or industrial explosions, transportation accidents from trucking or railroad, chemical accidents, civil disturbances including bombings, demonstrations, disobedience, or direct confrontations, large fires, accidents/incidents involving radioactive or other hazardous materials, and possible epidemics.
- E. That the United States can be subjected to nuclear attack from foreign or terrorist factions of such proportions as to pose a threat to this County and Participating Jurisdictions from radioactive fallout.

III. EMERGENCY SERVICES ORGANIZATION

- * A. Under provisions of Oregon Revised Statutes, Chapter 401.035 and 401.305 each county of the state shall, and each city may establish an emergency management agency which shall be directly responsible to the executive officer or governing body of county or city. By Wasco County Court Order Dated April 25, 1984, the Wasco County Emergency Services Agency was established and dedicated.
- B. Under disaster conditions, the Wasco County Emergency Response Organization is under the immediate operational direction and control of the Emergency Operations Center Policy Group, (1) normally chaired by the Wasco County Judge, or (2)

alternate by succession, or (3) as otherwise directed by subsequent Mutual Resolution and order. For organizational structure of the Wasco County Emergency Response Organization and its Policy, Operations, Communications, Resource, and Volunteer Groups, see Addendums 1-1, 1-2 and 1-3.

- C. The Wasco County Emergency Organization is composed of all essential departments of Wasco County Government and the Participating Jurisdictions, plus other agencies or persons who are required to perform specialized functions and/or such other individuals who may be selected to provide additional assistance or resources.

IV. CONCEPT OF OPERATIONS

- A. It is a basic concept that emergency/disaster operations will make use of all available resources, governmental and private, to combat the effects of a major emergency or disaster. Since the normal functions and organization of local government are the nuclei around which an emergency operations organization is developed, appropriate emergency functions are assigned to the various departments of Wasco County and The Participating Jurisdictions.

- B. When emergency or disaster conditions arise, and it is determined that they have progressed past the Participating Jurisdiction or the County Department's capabilities in manpower, equipment or resources and additional aid is required, then;
 - (1) if within a Participating Jurisdiction, the Mayor or Legal Designate shall call,
 - or
 - (2) if outside a Participating Jurisdiction, the County Department Head or his representative shall call,

the Wasco County Judge, the Wasco County Board of Commissioners or the Wasco County Emergency Services Director, in that order, to activate the Emergency Response Plan and the Emergency Operations Center, as needed. The Director in the absence of the Wasco County Judge or a member of the Board of Commissioners, shall place the Wasco County Emergency Operation Response Plan in effect, and activate the Wasco County Emergency Operations Center (EOC) with a full or partial staff based on the severity of the emergency and need. The Director will continue to activate the Emergency Response Plan until relieved by the Wasco County Judge or a member of the Wasco County Board of Commissioners. In case of full activation, a member of the Wasco County Board of Commissioners shall respond and assume control of the EOC as soon as possible.

- C. Heads of departments and designated individuals assigned responsibilities for emergency functions will be assembled in the Wasco County Emergency Operations Center (EOC) under the supervision of the Wasco County Judge, Wasco County Board of Commissioners and/or their designated representative. Under

declared emergency/disaster conditions, the Director of Wasco County Emergency Services will function as Coordinator of activities under the direction of the EOC Policy Group. The EOC will have a communications capability so that: (1) the elements of all emergency services can be directed and controlled by the appropriate EOC Staff, and (2) required information may be received, recorded, plotted, analyzed and decisions made in response to the disaster. Incoming information will be displayed by plotters on status boards and maps for all emergency services personnel to see and use. Coordination of actions will be affected by the Operational Group in cooperation with the Policy Group.

- D. For organizational/operational responsibilities in the Wasco County EOC, refer to Addendum 3, Emergency Operations Center-Standing Operating Procedures (EOC-SOP), Add 3-1 through Add 3-9.
- E. The emergency communications capability will include a warning and information system to warn and advise the public. Communications will be established with the communities and towns throughout Wasco County, the State of Oregon Emergency Operations Center, and other counties and agencies as appropriate under the circumstances.

V. TASK ASSIGNMENTS (RESPONSIBILITIES)

- A. Warning Services (Annex A)- The Wasco County Sheriff and the Chief Law Enforcement Officer of each Jurisdiction are the Early Warning Officers. Under impending or Disaster Conditions, the Sheriff will be the key Warning Officer. In coordination with all community, town/city fire and police agencies, telephone companies, and/or TV stations within the County, the Sheriff and the Chief Law Enforcement Officer of each Jurisdiction are responsible for establishing and maintaining an alerting and warning system that can readily warn all areas within the county in event of a declared and/or anticipated disaster. The Warning Officers shall coordinate with the Emergency Information System (EIS).
- B. Fire-Fighting Services (Annex B)- By agreement and in coordination with the County Fire Defense Board, the Wasco County Fire Chief and the Fire chief of each Participating Jurisdiction are responsible for organizing, planning, integrating, and coordinating the operations of all County/Incorporated Jurisdiction fire-fighting forces in accordance with County mutual-aid assistance agreements, and/or the State of Oregon Emergency Conflagration Act. The Incident Command System will be observed as outlined in the Annex. He will also be responsible, with the help and technical assistance of the Wasco County Regional Radiological Technical Assistant (RRTA), for handling of Hazardous Materials spills including peacetime radiation incident/accidents and will serve the Incident Commander as liaison officer with the State Agencies in coordinating such incidents.

- C. Law Enforcement Services (Annex C)- The Sheriff and the Chief Law Enforcement Officer of each Participating Jurisdiction are responsible for coordinating, planning, organizing and training for emergency operations that include as a minimum; traffic control, required security measures, light search and rescue, collection of information as it relates to initial damage assessment and evacuation of people when required. The Sheriff is also responsible for controlled traffic movements, which includes movement of people from one shelter location to another during nuclear incidents/accidents, and such movement plans should complement State and Federal plans when such movements may involve routes with high priorities. He will also maintain mutual support agreements with other law enforcement agencies of communities, towns and cities within the County, private, adjacent counties and the State.
- D. Welfare Services (Annex D)- The designated Chief of Welfare in Wasco County is the Head of the Wasco County Public Health Department. In coordination with the State and Regional Branch Managers of the State Welfare Services, the American Red Cross, Seventh Day Adventist Disaster Services, Salvation Army and the Vincent De Paul Services. This person will be responsible for planning and providing emergency welfare services, to including but not limited to; emergency housing, feeding, clothing, registration and inquiry services for disaster victims, and for organization of religious affairs, when necessary. (Note: Emergency housing does not include shelter under radioactive fallout conditions- See Annex K.).
- E. Support Services (Annex E)- The County Clerk, County Personnel Director and the County Treasurer, in coordination with the Emergency Services Director, are responsible for the procurement of additional manpower, supplies, and transportation as needed by Chiefs of the Emergency Response Services. The Wasco County Clerk will serve as the Chairman of the Support Services and will develop, maintain and forward an updated resources inventory, in cooperation with the Clerks of the Participating Jurisdictions, to the Director for insertion in the Wasco County Capability Assessment and Resource Manual. This inventory is to include all of the categories of resources belonging to or located in the County and Participating Jurisdictions, along with the businesses, industries, civic groups and other private resources in their respective jurisdictions. The Chairman of the Support Group, the Clerks of the Participating Jurisdictions and the Emergency Services Director will develop and maintain a plan for procurement of resources in times of major emergencies, to be currently logged and updated in the "Resources Manual". The purpose of this Manual is to support the Responding Departments or Agencies involved in overcoming the effects of an emergency/ disaster when such deployment has been directed by an appropriate member of the Policy Group.
- F. Medical and Health Services (Annex F)- The Wasco County Health Officer/Medical Examiner is responsible for providing all

emergency medical and health services required to cope with major emergencies and disasters throughout the County. In coordination with hospital administrators and members of the medical profession, the County Health Officer is responsible for development, maintenance, and execution of an emergency plan to provide medical and health services that include as a minimum: handling of mass casualties, health problems, collection, identification and disposition of large numbers of dead with the aid of the mortuary directors.

The Wasco County Sanitarian, in cooperation with the Wasco County Public Health Officer, will have the responsibility for dissemination of emergency information of sanitary measures to be taken by individuals or groups, and assessing health hazards from damage to water distribution and sewage collection systems.

- G. Public Works and Engineering (Utilities) Services (Annex G)- The Director of Wasco County Engineering/Road Department, in cooperation with the Participating Jurisdictions and Oregon State Highway Department, is responsible for coordination of public works and engineering activities, including, but not limited to, repairing roads and public facilities, repairing damaged bridges, constructing temporary bridges and detours, clearing debris and/or snow from streets and roads, demolishing unsafe structures if required, acting as liaison between County Government, Participating Jurisdiction's Public Works and all utilities (electric power, natural-gas, water, sewage, telephone, etc.) in handling utility problems, and assisting in restoration of the utilities if required. In addition, and in coordination with the Sheriff, the Fire Chief and Chief of Police (where applicable) of the Participating Jurisdictions, he will be prepared to furnish assistance with equipment and operators for heavy or some phases of light rescue operations, to assist in traffic control measures, and to provide assistance in decontamination during nuclear emergencies/ disasters.
- H. Communications Services (Annex H)- The appointed Communications Chief/or the Emergency Services Director is responsible for: maintaining an inventory of all County communications equipment, personnel and of their status; providing a communication capability with all levels of government; community shelters; the radiological defense system; and any other emergency service not otherwise having a communications capability but requiring one according to this plan.
- I. Damage Analysis (DA) Services (Annex I)- The County assessor is the Chief of Damage Analysis Services and is responsible for organizing and maintaining a Damage Analysis Capability to include an EOC Staff Analyst and Plotters for receiving, recording, plotting, analyzing, assessing, and disseminating data on damage sustained during a major emergency/disaster. He will coordinate with other Emergency Service Response Field Personnel in estimating, recording, and reporting of damage during disasters. He will coordinate activities with the Chief of Support Services, the Regional Radiological Technical Assistant
- *

and the Radiological Officer during periods involving radiation hazards. He must be familiar with damage estimation techniques and must be informed on location of resources within the County. He will also keep the Policy Group and Operations Group informed on estimates of probable damage to areas and of analysis of damage in affected areas throughout the disaster period.

J. Emergency Information Services (Annex J)- The County Judge, or his alternate on the Policy Group, is the Chief of Emergency Information Services and in coordination with the Policy Group is responsible for: planning and supervision of emergency information to the public, including instructions and information covering the specific emergency, providing a telephone information service to persons telephoning the EOC, utilizing all available news media for dissemination of information, and coordinating information with the Policy Group and neighboring counties. The Chief of Emergency Information Services will operate from the EOC during a time of emergency/disaster.

* K. Radiological Services (Annex K)- In coordination with the Emergency Services Director and Regional Radiological Technical Assistant, the Radiological Officer will develop a system of Mobile Monitors to include staff and equipment to record and report radiological data, as well as a radiological plan. This Radiological Response Plan must include the integration of monitoring capabilities of the federal and state agencies within the county including the State Emergency Operating Center, the State Department of Transportation, the State Department of Energy, the State Department of Health, and the State Department of Environmental Quality. The RO, in cooperation with other emergency chiefs, will schedule and provide training for appropriate personnel in radiological monitoring techniques during emergency operations. The RO will coordinate with the Communications Chief on establishment of a radiological communications system and with the Emergency Information Chief on planning for prepared announcements to be used in the event of a radioactive materials spill or a nuclear accident/disaster. The RO is to coordinate with all communities, towns, cities within the County, neighboring counties, and other government agencies residing within the County, that have a radiological capability in order to exchange radiological data or otherwise mutually support each other.

L. Shelter Services (Annex L)- The Chief of Shelter Services /or the Emergency Services Director is responsible for: organizing and maintaining a system of community shelters to include public and private shelters; public information on location, providing trained staffs and plans for each public shelter; making arrangements for provisioning of public shelters with food, water, sanitation, medical, if necessary, radiological instruments, communications, and other necessary items; coordinating with the Communications Services Chief on establishment of a public shelter communications system; coordination with the Emergency Information Chief on planning for prepared announcements over public media to be used in event of

any type disaster; coordinating with all emergency service chiefs for sheltering of emergency service personnel; organizing and developing an EOC staff consisting of an assistant director and recorders to receive and record reports from the shelters and to disseminate appropriate information to shelter managers.

- M. Light Search and Rescue (Annex M)- The Sheriff is responsible for planning, organizing, and supervision of all search and rescue operations, except that which is related to fire-fighting and Heavy search and Rescue. Upon request, the Sheriff will assist in "heavy" rescue operations, when such assistance is within organizational capabilities and resources. In conjunction with requirements of Chapter 401.066, Oregon Revised Statutes, the Sheriff will prepare a Search and Rescue Annex to support the Wasco County Emergency Operations Response Plan. Likewise, he will coordinate search and rescue planning and activities with the Wasco County Fire-Fighting Services and the Director/Coordinator of Wasco County Emergency Services, including communications and logistics.
- N. Heavy Search and Rescue (Annex N)- The Wasco County Fire Departments, consisting of the fire departments of all Participating Jurisdictions and chaired by the Wasco County Rural Fire Chief, will be responsible for heavy Search and Rescue in cooperation with Law Enforcement. Since the Fire-fighting equipment carries air bags, jaws of life, etc. and through the Incident Command Center concept, the responsibility must remain with this department.
- O. Hazardous Materials Response (Annex O)- The Wasco County Fire Departments, consisting of all the fire departments of all Participating Jurisdictions and chaired by the Wasco County Rural Fire Chief, will be responsible for the containment of Hazardous Material spills until relieved by the appropriate State Agencies. The Law Enforcement will be responsible for restrictive access to and departure from the affected areas.
- P. Drouth (Annex P)- The Wasco County Extension Office, in cooperation with the Oregon Department of Agriculture (ODA) and the United States Department of Agriculture (USDA) Emergency Board, have the responsibility for development and distribution of the information contained in this Annex P.

VI. CONTROL AND COMMUNICATIONS

- A. Lines of Succession and Authority in Case of Absence or Incapacity to Serve:
 - 1. Wasco County Executives:
 - a. Wasco County Judge.
 - b. Senior member of Board of Wasco County Commissioners.
 - c. Junior Member of Board of Wasco County Commissioners.

d. Wasco County Sheriff.

e. Individual(s) subsequently designated by Wasco County Court Order and approved by the Participating Jurisdictions.

*

2. Wasco County Emergency Services:

a. Director, Wasco County Emergency Services.

b. Assistant Director/coordinator during absence of the Director and will also chair the Operations Group during Emergency/Disasters.

3. Wasco County Emergency Plan Participants:

All Wasco County Plan Participants shall establish lines of succession for their respective department/agency and indicate such in the appropriate annex and appendices supporting this plan.

*

4. The Director will activate the Emergency Response Plan until relieved by the Wasco County Judge or a member of the Wasco County Board of Commissioners. In case of full activation, a member of the Wasco County Board of Commissioners shall respond and assume control of the EOC as soon as possible.

B. Control

1. Control of Emergencies within Participating Jurisdictions will remain with their Incident Command Centers until the Mayor or the Legal Designate of that Jurisdiction calls advising that conditions have exceeded their capabilities. Although the Emergency Operations Center may have been partially activated prior to this time, it would then be fully activated. If, at any time, the emergency becomes an actual disaster, or approaching a potential disaster which could affect other areas of the County, the Wasco County Judge or County Commissioners may decide at his/their option, to fully activate the Emergency Operations Center. At the time of Full Activation, the Policy Group will assume full control. This action would be on the same precedence and manner as the State of Oregon may option to take control of a county or area where the affects of a disaster are not being met to protect the population and resources of that area.

Control of all Wasco County disasters will be exercised from the Wasco County Emergency Operations Center, located in Wasco County Courthouse Annex B, whenever possible.

2. Should there be a need to relocate the EOC because of the disaster conditions, appropriate officials of the County and Participating Jurisdictions within Wasco County, The Oregon State Emergency Services in Salem, and the news media will be notified immediately.

3. In event a Department/Agency of Wasco County operates from a location other than the County EOC, that Department/Agency must indicate such plans in their respective Emergency Service Appendices SOP.
4. Those communities, towns and cities not having Ordinances or Resolutions indicating their participation as a part or portion of the Wasco County Emergency Operations Plan on an integrated basis must indicate the location of local government and/or their respective Emergency Operation Centers at first possible opportunity under emergency conditions. Emergency Operations Plans and Organization Structures for these local governments shall be forwarded to the Wasco County Emergency Services Director for correlation with The Wasco County Emergency Operations Plan within a time limit designated by the Wasco County Court.

C. County Communications Center

- 1, County Communications Center is located in Wasco County Courthouse Annex B.
2. For additional communications data refer to Annex H (Emergency Communications Services).

D. Declaration of a State of Emergency

1. Except as otherwise announced by a Wasco County Court Order or Resolution, The Wasco County Judge or the Board of County Commissioners may, under provisions of this plan, declare a state of emergency/disaster for a part of, or all, of Wasco County, if and when the situation and conditions warrants this action.
2. The Participating and the Non-Participating Jurisdictions along with the Oregon State Department of Emergency Services will be notified as soon as possible after a state of emergency has been declared.

E. Status Reports

The following operational status reports will be made automatically, from Non-Participating jurisdictions and communities to Wasco County EOC and from Wasco County EOC to Oregon State EOC, based on severity of the emergency/disaster or of an anticipated emergency/disaster:

1. Estimated time and location of the anticipated emergency/disaster.
2. Emergency/Disaster, with minimum or no warning-- Date, time, location, known or estimated number of casualties and

estimated damage at time of report.

3. Date and time of activation of EOC and/or relocation site if appropriate.
4. Chiefs of Emergency Services and Supporting Agencies report to County Emergency Services Director/Coordinator when operationally ready.

F. Personnel Alerting

Key personnel to be notified on a priority basis, in event of an emergency/disaster, as indicated in Annex A (Warning Services).

VII. SUPPLY, TRANSPORTATION AND MANPOWER

- A. All Emergency Response Services and Support Agencies will use supplies, transportation and manpower that are organic to their respective organizations.
- B. Requests for additional supplies, transportation and manpower will be in accordance with Annex E (Support Services).

VIII. ADDENDUMS

1. Organizational Chart
2. EOC Floor Plan
3. EOC SOP
4. Standard Operating Procedure Response Flow Charts
5. Glossary

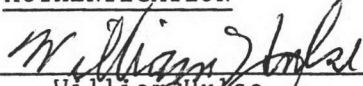
IX. ANNEXES

- A- Warning Services
- B- Fire-Fighting Services
- C- Law Enforcement Services
- D- Welfare Services
- E- Support Services
- F- Medical and Health Services
- G- Public Works and Engineering (Utilities) Services
- H- Communications Services
- I- Damage Analysis (DA) Services
- J- Information Services
- K- Radiological Services
- L- Sheltering Services
- M- Light Search and Rescue
- N- Heavy Search and Rescue

X. APPENDICES OF INDIVIDUAL PARTICIPATING JURISDICTIONAL EMERGENCY PLANS AND SITUATION PLANNING (To be developed later by Planning Committees)


Attachments: Planning Directive

XI. AUTHENTICATION



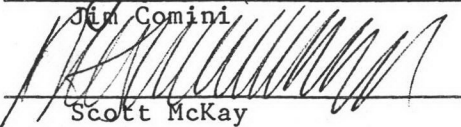
 William Hulse

Wasco County Judge, Chairman Board of
 Wasco County Commissioners



 Jim Comini

Senior Member, Board of Wasco County
 Commissioners.



 Scott McKay

Junior Member, Board of Wasco County
 Commissioners.

Date: June 1, 1988

NUMBER
 OF
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DISTRIBUTION

AGENCY/DEPARTMENT/INDIVIDUAL

3	Board of Wasco County Commissioners
1	Wasco County Court File
1	Director, Wasco County Emergency Services
1	Chief, Warning Services
1	Chief, Law Enforcement
2	Chief, Fire Fighting Services
1	Chief, Welfare Services
1	Chief, Support Services
1	Chief, Medical and Health Services
1	Chief, Public Works and Engineering (Utilities) Services
1	Chief, Communications Services
1	Chief, Damage Analysis Services
1	Chief, Information Services
1	Chief, Radiological Services
1	Chief, Shelter Services
1	Sheriff and/or Coordinator, Search and Rescue
1	Wasco County Planning Office
1	District/Local Oregon State Police
1	Oregon State Highway Department
2	Military Department State of Oregon, Salem (1 copy for Oregon National Guard Reserves)
1	Emergency Services Division, State of Oregon
1	Wasco County USDA Emergency Board
2	Mid Columbia Council of Governments
3	Wasco County File (For EOCV, maintained by Wasco County Emergency Services)
2	Mid-Columbia Economic Development District
1	Mid-Columbia Community Action Council
2	Wasco County Education Service District (Superintendent's Office)
1	Wasco County District Attorney
2	Mid Columbia Medical Center

1	Northwest Natural Gas
1	Wasco County PUD Electric
1	Wasco County Electric Co-op
3	The Dalles (1 each: Mayor, Police Chief and Fire Chief)
3	Mosier
3	Maupin
3	Dufur
3	Antelope
1	American Red Cross
1	SAWS (Seventh Day Adventist Disaster Relief)
1	Salvation Army
1	St. Paul De Vincent
10	Wasco County Services File

71	Total (If all five towns and city become an integrated part of the Wasco County Emergency Plan).
----	---

RESOLUTION NO. 88 - 29

A RESOLUTION AUTHORIZING OFFICERS TO ACT

WHEREAS, the City Librarian called for proposals for the Library Mezzanine Addition Design; and

WHEREAS, the proposals were opened on April 25, 1988 at 5:00 p.m. reviewed and top candidates interviewed; and

WHEREAS, McMath, Hawkins, Dortingnacq, Architects doing business as a partnership was the proposal recommended by the Library Board at \$6,700.00 plus reimbursable costs of mileage at \$0.21 per mile and One Thousand One Hundred Dollars (\$1,100.00) for insurance ; and

WHEREAS, it is in the public interest to execute said Contract between the City of The Dalles and McMath, Hawkins, Dortingnacq, to proceed with the Library Mezzanine Addition Design ;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL:

Section 1. Contract Approved. The contract between the City of The Dalles and McMath, Hawkins, Dortingnacq Architects, doing business as a partnership, for the purpose of drawing up the Library Mezzanine Addition Design is hereby accepted and approved.

Section 2. Officers to Act. The Mayor, City Clerk and such other officers and employees of the City of The Dalles are hereby authorized to sign Contract No. 88-020, a copy of which is attached hereto and included herewith, and to do such other acts as are necessary and proper.


DONE AND DATED THIS 16TH DAY OF MAY, 1988.

Voting Yes, Councilmembers:
Voting No, Councilmembers:
Absent, Councilmembers:
Abstaining, Councilmembers:

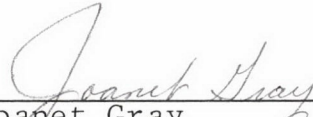
CLARK, PHILLIPS, PROBSTFIELD, SPADT AND WILL
NONE
NONE
NONE

INDEXED
[Signature]

AND APPROVED BY THE MAYOR THIS 16TH DAY OF MAY, 1988.



John Mabrey, Mayor

ATTEST: 

Joanet Gray
City Clerk pro tem

CONTRACT

THIS AGREEMENT, made this _____ day of _____, 1988, by and between the CITY OF THE DALLES, OREGON, acting herein through its mayor, John Mabrey, hereinafter called "Owner", and McMath, Hawkins, Dortingnacq, Architects, doing business as a partnership, located in the City of Portland, County of Multnomah, and State of Oregon, hereinafter called "Consultant".

WITNESSETH:

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Consultant hereby agrees with the Owner to commence and complete the consultation described in the Contract Documents and comply with the terms in the Contract Documents for the:

LIBRARY MEZZANINE ADDITION DESIGN

hereinafter called the "Project", for the sum of Six Thousand Seven Hundred Dollars (\$6,700.00) plus reimbursable costs of mileage at \$0.21 per mile and One Thousand One Hundred Dollars (\$1,100.00) for insurance as shown in the Proposal.

The Consultant will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the project.

The Consultant hereby agrees to commence work under this contract immediately and to fully complete the project on or before June 30, 1988.

The provisions and requirements of ORS 279.310 and Chapter 279 Oregon Revised Statutes, are hereby referred to and incorporated herewith, as a part of this contract and as the Consultant's obligations under the terms of this contract.

The term "Contract Documents" means and includes the following:

Advertisement for Proposals

Information for Proposers

Proposal

Contract

General Provisions

Project Description

The Owner will pay to the Consultant in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, the Agreement in three copies, each of which shall be deemed an original on the date first written above.

*no
Signature
required
this copy.
See attached
originals
for signing.*

Seal:

Attest: _____

Joanet Gray
City Clerk pro tem

Consultant: McMath, Hawkins,
Dortinacq, Architects

By: _____

George A. McMath, Partner

Seal:

Attest: _____

Address: 213 SW Ash Street
Portland, OR 97204

THE DALLES-WASCO COUNTY LIBRARY

East Seventh Place and Court Street

The Dalles, Oregon 97058

Telephone (503) 296-2815

May 9, 1988

TO : Honorable Mayor and City Council
FROM : Sheila Dooley, Librarian
SUBJECT : Library Mezzanine Design

The Library Board is recommending to the City Council that the City enter into a contract for library mezzanine design services with George McMath of McMath-Hawkins-Dortignacq for a fixed fee of \$6,700 (plus reimbursable costs of 21¢/mile and \$1,100 for insurance). Services to be provided will include the preparation of preliminary plan design drawings; an electrical, mechanical, and structural analysis; and a construction cost estimate.

Sheila Dooley

RESOLUTION 88-28

A RESOLUTION URGING U.S. FOREST SERVICE
REVIEW OF ITS PROPOSED MANAGEMENT PLAN FOR THE
MOUNT HOOD NATIONAL FOREST

WHEREAS, The City of The Dalles has suffered through double digit unemployment from 1983 through 1987; and

WHEREAS, that unemployment rate was impacted greatly by the Northwest Aluminum plant closure in 1984, and its reopening in late 1986; and

WHEREAS, the City of The Dalles has lost over sixty one million dollars (\$61,000,000) in assessed valuation since 1984 - 20% of its total; and

WHEREAS, Mountain Fir Lumber Company, a local Lumber Company, has used the Mount Hood National Forest as its historical primary source of timber; and

WHEREAS, Mountain Fir Lumber Company has been the successful bidder in 73% of the timber harvested from the Barlow and Bear Springs District of the Mount Hood National Forest during the past six years; and

WHEREAS, the proposal of the U.S. Forest Service for the Mount Hood National Forest as stated in its preferred alternative "E" for its Land and Resources Management Plan proposes to reduce the timber harvest in these two districts by amounts which could be as much 41%; and

WHEREAS, a reduction of 41% in available timber harvest could mean a loss to the local economy in the same range as the loss suffered during the recent aluminum plant closure; and



WHEREAS, our local economy can ill afford such a blow as we struggle to commence the long climb back from the problems of our recent past. NOW, THEREFORE,

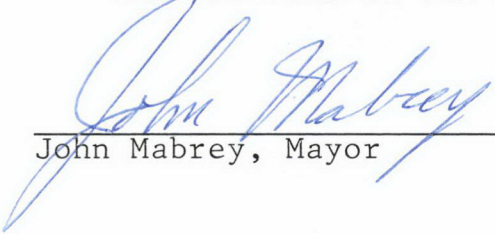
IT IS HEREBY RESOLVED BY THE CITY COUNCIL:

Section 1. Going on Record. The City Council of the City of The Dalles go on record as strongly urging the U.S. Forest Service to review the data which led to its choice of Alternative "E" and reassess the consequences such an action would have on our local economy.

DONE AND DATED THIS 16TH DAY OF MAY, 1988.


Voting Yes, Councilmembers:	PHILLIPS, CLARK, PROBSTFIELD, WILL AND SPADT
Voting No, Councilmembers:	NONE
Absent, Councilmembers:	NONE
Abstaining, Councilmembers:	NONE

AND APPROVED BY THE MAYOR THIS 16TH DAY OF MAY, 1988.



John Mabrey, Mayor

ATTEST:



Joanet Gray
City Clerk pro tem

RESOLUTION 88 - 27

A RESOLUTION APPROVING AN AGREEMENT BETWEEN
THE CITY OF THE DALLES AND TREATY OAK COMMUNITY
COLLEGE SERVICE DISTRICT

WHEREAS, Treaty Oak Community College Service District is in need of a school library; and

WHEREAS, The Dalles-Wasco County Public Library is the nearest and most accessible library in the Treaty Oak Community College Service District and use of this library would be a great savings to students of the college and taxpayers of the District; and

WHEREAS, Treaty Oak Community College Service District is willing to provide funds to assist in supplying The Dalles-Wasco County Public Library with the necessary materials and staff to facilitate its use as a community college library; and

WHEREAS, the City Council, at its meeting of April 18, 1988, by motion, authorized an Agreement which is attached hereto and made a part hereof between Treaty Oak and the City which it determined to be in the best interest of the City; and

WHEREAS, the City Council wishes to confirm its action by this resolution; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL:

Section 1. Agreement Approved.

The Agreement between Treaty Oak Community College Service District and the City as stated above is hereby accepted and approved.

Section 2. Officers to Act.

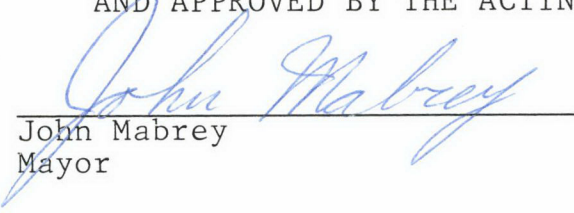
The action of the City Council of April 18, 1988, is hereby confirmed and ratified. The action of the acting Mayor, City Clerk Pro Tem and such other officers and employees of the City of The Dalles is likewise confirmed and ratified.



DONE AND DATED THIS 2ND DAY OF MAY, 1988.

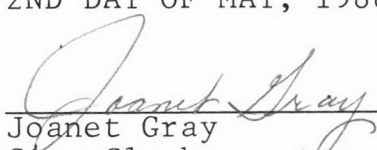
Voting Yes, Councilmembers:	<u>CLARK, PHILLIPS, SPADT, WILL AND PROBSTFIELD</u>
Voting No, Councilmembers:	<u>NONE</u>
Absent, Councilmembers:	<u>NONE</u>
Abstaining, Councilmembers:	<u>NONE</u>

AND APPROVED BY THE ACTING MAYOR THIS 2ND DAY OF MAY, 1988.



John Mabrey
Mayor

ATTEST:



Joanet Gray
City Clerk pro tem

AGREEMENT

This agreement is made and entered into this 18th day of April, 1988, between the City of The Dalles, a municipal corporation of the State of Oregon, herein referred to as the City, and Treaty Oak Community College Service District, a political subdivision of the State of Oregon, herein referred to as Treaty Oak. It is mutually agreed by the City and Treaty Oak as follows:

Scope of Services: The City agrees to perform nonexclusive library services, as detailed below, at the Dalles-Wasco County Public Library, 722 Court St., The Dalles, Oregon, for Treaty Oak-enrolled students and members of the faculty of Treaty Oak during the 1987-88 fiscal year ending June 30, 1988, in conjunction with the provision of similar library services to the general public and pursuant to any agreement entered into between the City and Wasco County.

Library Services: The Library services shall include but not be limited to the following:

1. Provision of reference materials and assistance in their use;
2. Information and referral;
3. Circulation of books and other library materials;
4. Interlibrary loan services;
5. Extension of borrowing privileges to Treaty Oak students and faculty;
6. Maintenance of reserve shelf;
7. Meeting room for Treaty Oak classes when available;
8. The Dalles-Wasco County Public Library may be named by Treaty Oak as its library for accreditation purposes;
9. Resource Reference Librarian responsibilities, including but not limited to the following:
 - a. recommend purchase of books, periodicals and other materials by Treaty Oak, which shall be processed, owned, and maintained by the library;
 - b. library orientation and instruction;
 - c. locating book reviews, brochures, and advertisements for use by Treaty Oak liaison and faculty;
 - d. joint cooperation on the Learns to Read (Adult Literacy) Program, which shall be housed in the library;
 - e. promotion of student and faculty use of the library;
and

f. promotion of interlibrary loan use by Treaty Oak students and faculty.

10. Attendance by Library staff at meetings with Treaty Oak pertaining to this agreement.

Time of Performance: If either party wishes to discontinue this Agreement, that party will give six months written notice to the other party prior to the termination of this Agreement; provided, however, Treaty Oak may terminate this Agreement upon 30 days written notice to City upon the failure of its tax base or operating levy. This Agreement may be terminated for cause if either party fails to perform its obligations hereunder. This Agreement supercedes all previous agreements.

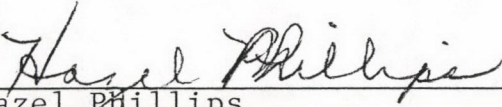
Payments and Compensation: For and in consideration of the services to be performed under this contract, Treaty Oak agrees to budget for and pay to the City 50% of the total salary and benefit costs of the Resource Reference Librarian position. Additionally, Treaty Oak will purchase at least \$6,000.00 worth of materials for the library specific to the community college curriculum. Cost of these materials shall be verified by Treaty Oak providing the City with a copy of the paid invoice representing such materials. These materials shall be owned, housed, and maintained by the library, and made available for use by Treaty Oak faculty, students and general public. Specifically college related services will be provided by Treaty Oak.

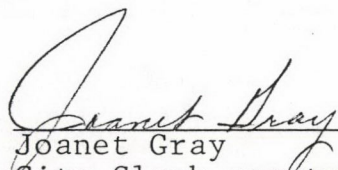
IN WITNESS WHEREOF, the City and Treaty Oak have executed this agreement by their duly authorized officers on the day and year first written above.

City of The Dalles, a municipal corporation of the State of Oregon

BY:

ATTEST:


Hazel Phillips
Acting Mayor


Joanet Gray
City Clerk pro tem

Treaty Oak, a political subdivision of the State of Oregon

By: _____
Bill Bell, President

RESOLUTION NO. 88 - 26

RESOLUTION APPROVING THE FINAL PLAT FOR SUBDIVISION
#25-88, "OAK KNOLL" AND AUTHORIZATION TO ACT.

WHEREAS, Duffy Construction Company, an Oregon corporation, has submitted a Final Plat for Subdivision #25-88, commonly known as Oak Knoll, for the Council's review; and

WHEREAS, the Final Plat was adopted and approved by the Planning Commission on April 21, 1988; and

WHEREAS, Duffy Construction Company has an unpaid balance for the cost of installing improvements in the area; and

WHEREAS, the City Council has a policy of requiring payment in full by a subdivider prior to signing off on a final plat; and

WHEREAS, the City Council deems it to be in the best interest of the City to authorize approval of the Final Plat for Subdivision #25-88, "Oak Knoll", subject to Duffy Construction Company paying the full amount of the improvements. NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL:

Section 1. Final Plat Approved.

The Final Plat for Subdivision #25-88, "Oak Knoll", is hereby accepted and approved subject to Duffy Construction Company paying the full amount of the improvements.

Section 2. Officers to Act.

The Mayor, City Clerk and such other officers and employees of the City of The Dalles are hereby authorized to sign the Final Plat for Subdivision #25-88, "Oak Knoll", and to do such other acts as are necessary and proper.

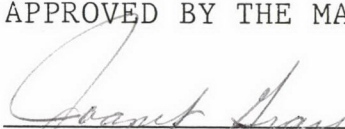
DONE AND DATED THIS 2ND DAY OF MAY, 1988.

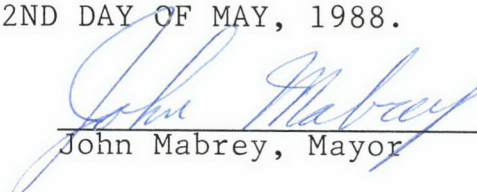
Voting Yes, Councilmembers: Phillips, Will, Clark, Probstfield, Spadt
Voting No, Councilmembers: None
Absent, Councilmembers: None
Abstaining, Councilmembers: None



AND APPROVED BY THE MAYOR THIS 2ND DAY OF MAY, 1988.

Attest:


Joanet Gray
City Clerk pro tem


John Mabrey, Mayor

RESOLUTION NO. 88 - 25

A RESOLUTION APPROVING AN AGREEMENT BETWEEN
THE CITY OF THE DALLES AND CAMANO INVESTMENT CO.,
dba SUNSET MOTOR CO.

WHEREAS, the City Engineer called for bids for one new, unused,
3/4 ton full size, 4-wheel drive pickup for the Water Distribution
Department to replace vehicle No. 60; and

WHEREAS, said bids were opened on April 26, 1988 at 2:00 p.m.; and

WHEREAS, Camano Investment Co., doing business as Sunset Motor
Co., was the low bidder at \$10,288.64; and

WHEREAS, it is in the public interest to execute a Notice of Award
and Contract between the City of The Dalles and Camano Investment Co.,
doing business as Sunset Motor Co., to purchase said pickup; NOW,
THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL:

Section 1: Contract Approved. The Contract between the City of
The Dalles and Camano Investment Co., doing business as Sunset Motor
Co., for the purchase of a 1988 4x4 3/4 ton Pickup is hereby accepted
and approved.

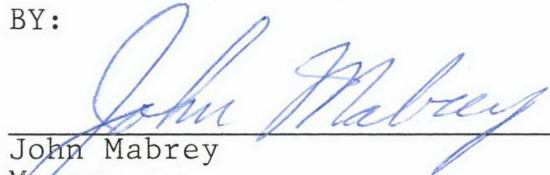
Section 2: Officers to Act. The Mayor, City Clerk and such other
officers and employees of the City of The Dalles are hereby authorized
to sign Contract No. 88-017, a copy of which is attached and included
herewith, and to do such other acts as are necessary and proper.

DONE AND DATED THIS 2ND DAY OF MAY, 1988.

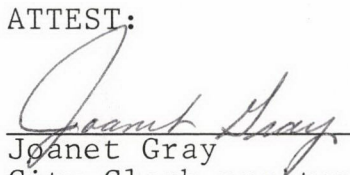
Voting Yes, Councilmembers:	<u>Probstfield, Clark, Phillips, Spadt</u>
Voting No, Councilmembers:	<u>None</u>
Absent, Councilmembers:	<u>None</u>
Abstaining, Councilmembers:	<u>Will</u>

AND APPROVED BY THE MAYOR THIS 2ND DAY OF MAY, 1988.

BY:


John Mabrey
Mayor

ATTEST:


Joanet Gray
City Clerk pro tem



CONTRACT DOCUMENTS

FOR

FURNISHING

ONE (1) NEW (UNUSED)

1988 OR 1989

FULL SIZE 3/4 TON FOUR WHEEL DRIVE

PICK-UP

CITY OF THE DALLES

WATER DISTRIBUTION DEPARTMENT

PREPARED BY

DEPARTMENT OF PUBLIC WORKS

1900 W. 6TH

The Dalles, OR 97058

Telephone (503) 296-5401

Contract No. 88-017

Set No. _____

March 1988

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ADVERTISEMENT FOR BIDS

CONTRACT - 88-017

Sealed bids will be received by the City Clerk of The Dalles at the City Hall, 313 Court Street, The Dalles, Oregon until 2:00 P.M., April 26, 1988. The proposed bid items are as follows:

The said bids will be opened and declared at the above stated time in the City Hall and will be considered by the City Council at their regular meeting May 2, 1988, at 7:30 P.M. The Council meeting to be held in the City Council Chambers, 2nd Floor of the City Hall, 313 Court Street, The Dalles, Oregon.

All bids must be submitted upon the standard proposal forms provided by the City. Proposal forms and specifications may be obtained at the office of the City Clerk, 313 Court Street, The Dalles, Oregon 97058.

Each proposal shall be enclosed in a sealed envelope and delivered to City Clerk, 313 Court Street, The Dalles, Oregon 97058. The outside of the envelope shall be plainly marked:

"BID" - Public Works - One (1) New (Unused) 1988 or 1989 3/4 Ton 4X4 Tru
Contract No. 88-017
To be opened at 2:00 P.M. on April 26, 1988

No bid shall be withdrawn after the time set for the bid opening, nor before the award of the contract, unless the award is delayed for a period exceeding thirty (30) days.

All items delivered under this contract will be paid for in "Cash", as authorized by the City Council of the City of The Dalles, Oregon.

Bidders must comply with all the requirements and regulations required by the laws of the State of Oregon.

The City reserves the right to reject any and all bids and to waive informalities and to award the contract at it deems to be in the best interest of the City of The Dalles.

Inquiries regarding this advertisement should be directed to:

Mr. Rod McKee
Director of Public Works
Public Works Building
1900 W. 6th St.
The Dalles, OR 97058
Telephone: 503-296-5401

BID PREPARATION

Items bid shall meet specifications. Failure of the item bid to conform to specifications shall be grounds to reject the bid as non-responsive. Bids offering alternate items of equipment in a single bid and requiring the City to elect between such items will be rejected. However, a bidder may submit as many separate proposals in separate envelopes as he desires.

BID PREPARATION

BIDS SHALL BE PREPARED BY TYPEWRITER OR IN INK AND SHALL BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY.

A bid shall be rejected if it contains any material alteration or erasures; unless, before the bid is submitted, each such alteration and erasure is initialed in ink by the person signing the bid.

Prices submitted should be for unit indicated on bid.

Signature on the bid certifies that the bid is made without connection with any person, firm or corporation also making a bid for the same goods and/or services, and is in all respects fair and without collusion or fraud.

Sealed bids must be received by the City Clerk prior to the scheduled opening time. No oral, telegraphic or telephone bids or modifications will be considered. The Invitation to Bid form and the envelope provided should be used to ensure identification.

Address to mail bids to:

City Clerk, City of The Dalles
313 Court Street
The Dalles, OR 97058

BID EVALUATION AND AWARD

STATUTES AND RULES.

All bids are subject to the Oregon Revised Statutes and the Public Contract Review Board.

EVALUATION FACTORS.

Adherence to specifications, compliance with bid conditions and instructions, price and bidder responsibility are material bid evaluation factors. A responsible bidder means not only a person who is financially responsible, but one who can be expected to deliver promptly and in all respects perform reliably under any contract entered into with the City of The Dalles.

AWARD/REJECTION.

A single award will be made under this solicitation. The City of The Dalles reserves the right to accept or reject any and all bids.

Award will be made to the bidder whose proposal is, in the opinion of the City Council, in the best interest of the City, price and other factors considered. The City reserves the right to reject all bids or to reject any bid not in accordance with this solicitation.

PAYMENT TERMS.

The only payment terms considered in making the award will be discounts granted for a period of 30 days or longer. Discount time shall begin upon receipt of invoice or acceptance of merchandise, whichever is later.

TIE BIDS.

In the event of a tie bid, awards shall be subject to preference for products grown, produced or manufactured in Oregon; if price, fitness, availability and quality are otherwise equal.

FOREIGN CONTRACTORS.

Where a public contract is awarded to a foreign contractor, and the contract price exceeds \$10,000.00, the contractor shall comply with Department of Revenue report requirements in order that final payment may be issued. A foreign contractor is one who is not domiciled in, or registered to do business in, the State of Oregon.

ADDITIONAL REQUIREMENTS.

Instruction and maintenance manuals with schematics, drawings, parts lists and complete specifications will be required.

INFORMATION FOR BIDDERS

1.01 INTERPRETATION OF PROPOSED CONTRACT DOCUMENTS

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications or other proposed contract documents, he may submit to the City Manager a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretations of the proposed documents will be made only by Addendum, duly issued, and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. City of The Dalles will not be responsible for any other explanations or interpretations of the proposed documents.

1.02 EXAMINATION OF PLANS, SPECIFICATIONS, ETC.

Bidders shall examine the plans, specifications, contract forms, instructions to bidders and other forms, and satisfy themselves to the work to be done, the items to be supplied and all the conditions to be encountered. Failure of a bidder to thoroughly familiarize himself with the labor, processes, equipment and material required, or the conditions involved, shall not relieve the bidder of his obligations under this bid.

1.03 COMPLETING PROPOSAL FORMS

The bidder shall submit his proposal on the "PROPOSAL" schedule furnished by the City of The Dalles. All blank spaces in the proposal shall be properly filled in. If the proposal is made by a partnership, it shall contain the name of each partner and shall be signed in the firm name; followed by the signature of the person signing. If the proposal is made by a corporation, it shall be signed by the name of the corporation; followed by the written signature of the officer signing and the printed or typewritten designation of the office he holds in the corporation. The address of the bidder shall be typed or printed on the proposal.

1.04 SUBMISSION OF PROPOSAL

Each bid proposal intact and bound with specifications shall be sealed in a separate package, envelope or wrapper. The envelope shall be addressed to the City Clerk, City of The Dalles, 313 Court Street, The Dalles, Oregon 97058. The name and address of the bidder shall be endorsed on the outside of the package, envelope or wrapper, together with the project title and the bid opening date. The word "BID" shall also be endorsed. Bids will be received at the office of the City Clerk at City Hall, 313 Court Street, The Dalles, Oregon 97058, up until the time set in the Advertisement for Bids; however, the time for submission of bids may be shortened or lengthened by an Addendum to the information for bids. Bids may be mailed or delivered in person by the bidder or his agent. It shall be the sole responsibility of the bidder to assure delivery of his bid prior to the deadline. Any bid not received prior to the time set in the Advertisement for Bids, or an Addendum, shall be disqualified.

1.05 MODIFICATION OF PROPOSAL

Proposals may NOT be modified. See Withdrawal of Proposals.

1.06 WITHDRAWAL OF PROPOSAL

A bid proposal may be withdrawn at any time prior to the scheduled closing time for receipt of bid proposals. A bidder may withdraw his proposal in person, by telegraphic or by written request delivered to the City Clerk of the City of The Dalles. It shall be the sole responsibility of the bidder to ensure that withdrawal is accomplished and request for withdrawal is delivered to the City Clerk prior to the scheduled closing time for the receipt of bid proposals. No bidder will be permitted to withdraw a proposal after the scheduled closing time for the receipt of proposals; unless award of the contract is delayed for a period exceeding thirty (30) days from the date set for closing time for receipt of proposals. Any bids received after the scheduled closing time for receipt of bids shall be disqualified.

1.07 PRE-QUALIFICATION

Pre-qualification shall not be required for any manufacturer or dealer in the regular business of trading in the items required by the specifications.

Other prospective bidders shall prequalify, as required by the Oregon Revised Statutes, Chapter 279. Statements must be filed with the City Clerk at least five (5) days before the last date scheduled for receipt of bid proposals. A record of past projects or contracts of the type called for in the bid request shall be furnished. If the proposal calls for construction of a public work, or any portion thereof, or for the providing of services, a current financial statement shall also be filed. In the case of purchases over \$10,000.00 of supplies or materials, the bidder shall execute a certificate certifying that he is a manufacturer or regular dealer in the items to be supplied and stating the length of time the bidder shall have been in the business of furnishing such supplies or materials. The bidder shall also supply such other information as shall be required to establish the bidder's ability to perform the intended contract or purchase order.

1.08 SECURITY TO BE FURNISHED BY EACH BIDDER

Bid security waived.

1.09 OPENING OF BIDS

At the time and place set for the opening and reading of proposals, each and every proposal (except those which have been withdrawn in accordance with the Withdrawal of Proposal clause) received prior to the scheduled closing time for the receipt of proposals will be publicly opened and read aloud, irrespective of any irregularities and informalities in such proposals. Bids will thereafter be filed for public inspection.

1.10 REJECTION OF PROPOSALS

The City of The Dalles reserves the right to reject any and all proposals. It also reserves the right to waive any informalities in connection with said proposals or bids; any bid that is obviously unbalanced will be disqualified.

1.11 ACCEPTANCE OF PROPOSAL

Within thirty (30) days after the opening of bid proposals, the City will act upon them. The acceptance of a proposal will be made by a notice in writing signed by a duly authorized representative of the City, mailed to the address of the successful bidder furnished on the bid documents. No other act of the City will constitute acceptance of a proposal. The acceptance of a proposal shall bind the successful bidder to furnish such bonds, liability insurance, certificates and permits as required and to execute the contract. In the event that a contract calls for liquidated damages, such liquidated damages shall commence from the date of acceptance of the proposal by the City, whether or not contract documents are executed by the bidder.

1.12 EXECUTION OF CONTRACT

The successful bidder will be required within ten (10) days after receiving the properly prepared contract documents, to execute the said contract documents in triplicate and to furnish any bonds or undertakings required by the information for bids or the contract.

1.13 INTERPRETATION OF PROPOSAL

Should there be any discrepancy or ambiguity between the words and figures in the proposal, specific shall control over general; written shall control over printed; and, in the case of discrepancy between words and figures, words shall control over figures. Should there be any discrepancy between unit prices and the extensions or totals thereof, the unit prices shall control. All items of work called for in the specifications shall be included in the bid price. Incidental items shall be included in the most closely related proposal category. Failure to include all items of specified work in the proposal price shall not entitle the successful bidder to claim for a change or an extra. Materially unbalanced proposals may be rejected.

1.14 BID RESULTS

BID OPENINGS. Bids shall be opened in the City Hall (unless otherwise specified), 313 Court Street, The Dalles, Oregon 97058; at the scheduled opening time. Bidders may be present to record results; however, award decisions will not be made at the opening. Award will be made to the lowest responsible bidder whose bid meets bid specifications and requirements. Awards will be made by the City Purchasing Supervisor, or by the City Council.

BID TABULATIONS. Tabulations of awarded bids may be obtained by a written request that includes the bid number, item description, a self-addressed stamped envelope and a check for one dollar (\$1.00). Checks shall be made payable to the City of The Dalles. Do not send cash.

BID RECAPS OR AWARD STATUS ARE NOT AVAILABLE BY TELEPHONE. Completed bids are available for public review.

REMEDIES. The contract shall be governed by and construed in accordance with the provisions of the laws of the State of Oregon as interpreted by the Oregon courts.

FAILURE TO EXECUTE CONTRACT. In the event that the successful bidder fails to execute a contract or furnish any required bond or insurance within the time allotted after receiving the contract documents, bid surety shall be forfeited to the City. The City may then negotiate a contract with the second best bidder, or may re-advertise for bids.

1.15 PAYMENT

Payment will be made in "Cash" as authorized by the City Council within thirty (30) days after delivery or acceptance of the ordered supplies or materials, whichever occurs last. Acceptance of final payment by the contractor waives any and all claims that the contractor may have against the City under the contract.

1.16 CONTRACT DOCUMENTS

Contract shall consist of those documents listed in the index of Contract Documents and such other documents, clause, standards or specifications as may be incorporated by reference.

1.17 BID PROTESTS

Protest concerning the potential award of any contract or Purchase Order shall be filed with the City Clerk in writing within three (3) days of bid opening. The protest letter shall clearly and succinctly set out all grounds of protest and a summary of the evidence to support each ground. Failure to file protest within the allotted time shall waive all rights to object to an award.

1.18 LIQUIDATED DAMAGES

Note: Time is of the essence in this purchase. The contract issued hereunder will contain liquidated damages provisions providing for liquidated damages of \$15.00 per day for each day of delay beyond the contract completion date.

CITY OF THE DALLES
CHECK LIST FOR 1988 OR 1989 TRUCK

Specification for: One (1) Heavy Duty 3/4 Ton Four Wheel
Drive (4x4) with Cab and Chassis.

The bidder shall complete every space in bidder's response column by check mark under yes or no to indicate item being bid upon is exactly as specified.

All no responses shall be explained in detail on deviation page.

Failure to deliver unit as proposed will result in rejection of unit and/or non-payment.

SPECIFICATION		BIDDER'S RESPONSE	
-----		-----	-----
		YES	NO
CHASSIS -----	1. One (1) 1988 or 1989 truck that meets specification 3/4 ton 4X4.	-----	X -----
	2. Wheel base 130-135"	-----	X -----
ENGINE -----	1. Gasoline or Diesel	X -----	-----
	2. 220 Horsepower	-----	X -----
	3. 360 Ft. lbs. Torque	-----	X -----

SPECIFICATION

BIDDER'S RESPONSE

CAB

1. Standard cab with drip rails
2. All safety glass
3. Instrument panel gauges - not warning lights
4. 2-speed electric windshield wipers
5. Dome light
6. Dual arm rest
7. Dual sunvisors
8. Outside mirrors left and right, with inside mirror
9. AM radio
10. Electric windshield washer

YES

NO

X

X

X

X

X

X

X

X

X

X

SUSPENSION

1. 3/4 Ton 4X4 Heavy Duty
 - A. Front axle 4600 lbs.
 - B. Rear axle 6250 lbs.

X

X

X

SPECIFICATIONS

BIDDER'S RESPONSE

YES

NO

SUSPENSION (CONT.)

C. GVW 8600 lbs.

X

D. Shock absorbers
heavy duty

X

ELECTRICAL

1. 12 volt system

X

2. 70 AMP. alternator

X

3. 84 AMP. battery

X

TRANSMISSION

1. Heavy duty 3-speed
automatic

X

FUEL TANK

1. Capacity 19 gallons

X

WHEELS
AND
TIRES1. Truck type
LT235/85R 16 E
Traction. Not
all seasonal

X

2. 16" HD wheels

X

3. Wheel covers

X

4. Spare wheel & tire

X

SPECIFICATION
-----BIDDER'S RESPONSE

YES

NO

BRAKES

1. Power brakes

X
-----STEERING

2. Power steering

X
-----CARGO BOX
-----1. None required,
cab and chassis
only.

DELIVERY

1. 60 days of order

X
-----WARRANTIES
-----1. 6 years or 60,000
milesX
-----Paint
And
Trim

1. Candy apple red

X
-----2. Molding strip on
each side of cabX
-----Manuals

1. Two for each truck

X

A. Maintenance Manual

X

B. Parts Manual

X

C. Wiring diagram

X
-----D. Owner, operator
guide

NOTICE: Check truck specifications sheet for complete details.

P R O P O S A L

Honorable Mayor and City Council
City Hall - 313 Court Street
The Dalles, OR 97058

Date: April 26, 1988

The undersigned, hereinafter called CONTRACTOR, hereby agrees to sell, furnish and deliver to the City of The Dalles, hereinafter called CITY, at the prices quoted and in accordance with the terms and conditions hereinafter set forth:

AFTER TRADE - TOTAL BID PRICE \$ 10,288.64

Notice of award of contract shall be mailed, telegraphed or delivered to the undersigned at the following address:

Sunset Motor Company

2222 West 6th Street

The Dalles, OR 97058

By: Andy Bialkowski

Title: Fleet Manager

Phone # (503) 296-2166

Bidder Acknowledges Receipt of
the Following Addendum:

NOTICE OF AWARD
MATERIAL OR EQUIPMENT PURCHASES

To: Sunset Motor Company
2222 W 6th
The Dalles, OR 97058

ITEM Description: 1 Full Size 3/4 Ton 4WD Pick-up
as specified

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated March 23, April 13, 19 88 and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ 10,288.64 . (includes trade)

You are required by the Information for Bidders to execute the Agreement in triplicate within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 5 day of May, 19 88.

CITY OF THE DALLES, OREGON
Owner

By: *Paul C. ...*

Title: City Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by SUNSET MOTOR CO.
this the 18 day of May, 19 88.
By *Andy B...*
Title FLEET MGR

C O N T R A C T

THIS AGREEMENT, made this 18 day of May, 1988, by and between the CITY OF THE DALLES, a municipal corporation of the State of Oregon, hereinafter called the "City", and Camano Investment Co. dba
Sunset Motor Company of The Dalles, hereinafter called the "Contractor".

WITNESSETH THAT:

Contractor Promises to supply to the City of The Dalles One (1) New 1988 model truck equipped per specifications for the price of \$10,288.64 complete. Delivery shall be withing 120 days. Price is F.O.B. 1900 W 6th, The Dalles, Oregon 97058.

The City promises and agrees to pay the supplier with "Cash" as authorized by the City Council at the price bid and accepted, and then only upon approval and acceptance of such item by the City Manager of the City of The Dalles, Oregon.

The City reserves the right to reject delivery of non-conforming materials. Price is for work installed. The City, The Dalles, Oregon 97058, shall be the place of delivery unless otherwise specified in writing.

The provisions and requirements of Chapter 279 Oregon Revised Statutes, are hereby referred to and incorporated herewith, as a part of this contract and as the Contractors' obligations under the terms of this contract.

In the event the Contractor shall fail to deliver as required by the contract provisions and specifications as proposed by the bid of the Contractor, or in the event the Contractor shall fail to complete and perform any of the conditions and provisions contained therein, then the City shall have the right to declare this contract terminated and to retain all sums then due the Contractor hereunder.

This contract shall consist of these contract provisions and the general, special and technical provisions attached hereto or incorporated by reference, together with any plans, specifications and schedules attached or incorporated.

IN WITNESS WHEREOF, the parties hereto have executed this contract in triplicate this 18 day of May, 1988.

Cumano Investment Co. dba
SUNSET MOTOR Co.

CONTRACTOR'S CORPORATE NAME

x Dave Scassi

President
Title

CITY OF THE DALLES, a Municipal Corporation
of the State of Oregon

BY: John Habrey
Mayor

ATTEST: Jeanet Day
City Clerk
pro tem

NOTICE TO PROCEED

for

ORDERING OF EQUIPMENT

TO: Sunset Motor Company

Date: May 18 1988

2222 West 6th Street

Equipment: One (1) new (unused)
1988 or 1989 3/4 Ton
4X4 Truck

The Dalles, Oregon 97058

Contract No., 88-017

You are hereby notified to delivery equipment in accordance
with the Agreement dated May 18, 1988 ~~on or before~~

~~_____~~, 1988, and you are to make delivery within

90 days thereafter. The date of delivery is therefore on
or before Aug. 16, 1988.

BY _____

Title: City Manager

Receipt of the above NOTICE TO PROCEED

is hereby acknowledge by Carmelo

INVESTMENT CO. dba. SUNSET Motor Co.

this the Eighteenth (18) day

of May, 1988

BY Dave Rossi

Title President

GENERAL PROVISIONS

2.01 SCOPE OF THE WORK

The work to be performed under this contract consists of the furnishing of all equipment, material, supplies, insurance and bonds required by the contract, in strict accordance with specifications and other contract documents; all of which are by reference made a part hereof, including any detail or other drawings as may be furnished by the City and those required to be furnished by the Contractor.

2.02 DEFINITIONS

The following definitions are set forth to clearly define the intent and meaning of certain words in these specifications:

CITY, or
CITY OF THE DALLES

City of The Dalles, Oregon, a municipal corporation of the State of Oregon, acting through its Mayor and Council.

MAYOR AND CITY COUNCIL

The incumbent Mayor and City Council of The Dalles, Oregon.

CITY ATTORNEY

The duly authorized City Attorney acting for the City of The Dalles, Oregon.

CONTRACTOR, BIDDER or
SUPPLIER

The person or persons, firms or organizations to perform work and/or furnish materials under these specifications.

CONTRACT DOCUMENTS

The written agreement covering the performance of the work and the furnishing of the labor and material therefore. The contract documents shall include the Advertisement for Bids, the Proposal, the Contract, Bonds and Insurance, the plans and specifications, Instructions to Bidders, and all General and Special Provisions pertaining to the work and materials thereto.

PURCHASING AGENT

The Purchasing Agent shall be the City Manager of the City of The Dalles, Oregon.

2.03 PLANS, SPECIFICATIONS AND PURCHASE DESCRIPTIONS

The Contractor warrants that any item delivered under the contract will conform with the plans and/or specifications attached to or incorporated by reference in the contract or purchase order. Any plans and specifications furnished are intended to be cooperative and explanatory of one another and anything shown or called for in one and omitted in the other shall be interpreted as if called for by both. Should there be any discrepancy or ambiguity concerning anything in the plans, specifications or purchase descriptions, the decision of the City shall be considered final.

in every detail. In the event that purchase description, plans or specifications require contract to furnish items not specifically mentioned in a line item of the bid proposal, the Contractor shall include the cost within the line item to which it is most directly related. Failure to do so shall not excuse the Contractor from the obligation to furnish the item without an increase in compensation above the price bid.

2.04 INSPECTION

Inspection shall take place within a reasonable time at the place of delivery unless otherwise designated by specifications. The inspector shall have the right to reject non-conforming goods, or goods which appear to be damaged or defective in material or workmanship. Failure to reject non-conforming goods, damaged or defective goods shall not operate as a waiver or as acceptance to waive any condition of a purchase description, plans or specifications; nor to approve lesser graded materials or workmanship. In the event that the City agrees to accept non-conforming goods or goods of a lesser grade or material or workmanship, the City shall be entitled to a reduction of contract price.

2.05 TESTS

The City shall have the right to inspect and test all goods tendered prior to acceptance. See Specifications for Contractor testing requirements.

2.06 PATENTS

The Contractor shall hold and save harmless the City, its officers, agents and employees harmless from liability of any nature or kind, including costs and legal expenses for, or on account of, any patented or unpatented invention, process, article or appliance manufactured for, or used or supplied under the contract, including the use of such device by the City, unless otherwise specifically stipulated in the contract.

2.07 NOTICES OF DISPUTES AND REQUESTS FOR PAYMENT

Any notice from one party to the other relating to the contract shall be in writing, dated and signed by the party giving such notice of the duly authorized representative of such party. Any notice shall not be effective for any purpose whatsoever, unless served in the following manner: If notice is given to the City by personal delivery, it shall be by delivery thereof to the City's Purchasing Agent, or by depositing the same in the United States mail enclosed in a sealed envelope, addressed to the City for the attention of said individual, postage prepaid and registered. If notice is given by the City to the Contractor by personal delivery, it shall be sufficient if such notice is enclosed in a properly addressed envelope, deposited in the United States mail and sent by registered mail to the address of the bidder or contractor supplied by the contractor on the contract documents or addressed to the contractor at his regular place of business; or such other address as may have been established for the conduct of work under this contract provided that the City may also serve such notice by personal delivery thereof to said Contractor, his foreman, superintendent or sales agent at the time or place of delivery. If notice is given to a surety or any other person, it shall be by personal delivery

to such surety or other person or by depositing the notice in the United States mail, enclosed in a sealed envelope addressed to such surety or such other person at the address of such surety or other person last communicated to the City by the other contracting party or by the person or surety in correspondence relating to the contract. A notice shall be sent postage pre-paid and registered.

2.08 WARRANTY OF TITLE

The Contractor warrants that all equipment or supplies furnished under this contract are not subject to any chattel mortgage or conditional sale agreement by which the interest therein or any part thereof is retained by any person other than the City of The Dalles, or its designees. The Contractor warrants good title to all materials, supplies and equipment at the time and place of delivery, free from any claims, liens, mortgages, or charges and he agrees to defend and hold harmless the City in any dispute with any third party over title to such items.

2.09 TIME OF DELIVERY

The Contractor shall deliver the materials, supplies or equipment called for by this contract in accordance with provision 4.1 of the specifications contained herein. Provided that if no delivery schedule is provided, delivery shall be made in accordance with the orders issued by the City under the contract at the times, upon the dates and in the quantities specified in such orders. If no place is given, delivery shall be made to the City Hall Building at 313 Court Street, The Dalles, Oregon 97058.

2.10 ACCEPTANCE

This contract and the terms and conditions of the Invitation to Bids become the exclusive agreement between the parties for the equipment when accepted by acknowledgement or commencement of performance. Additional or different terms proposed by the Contractor shall not be applicable unless accepted in writing by the City. No change in, modification of, or revision to this contract shall be valid unless in writing and signed by the City.

Failure to insist in any one or more instances upon the performance of any term or terms of this purchase order shall not be construed as a waiver or relinquishment of the right to such performance of such a term or terms, and the Contractor's obligation in respect thereto shall continue in full force and effect. Acceptance shall take place after delivery and testing of conforming units. Acceptance shall be in writing signed by the City Manager of the City of The Dalles.

2.11 COMPLIANCE WITH STATUTES AND REGULATIONS

The Contractor warrants and certifies that in the performance of this contract, he will comply with all applicable statutes, regulations, rules and orders of the United States and of any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours

and other conditions of employment, applicable price ceilings, if any, and that the articles delivered hereunder shall be produced in compliance with the Fair Labor Standards Act.

2.12 EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of the City of The Dalles to apply Affirmative Action to program activities. The State Purchasing Division is incorporated to the provisions of Federal Executive Order #11246, Amended by EO 11275, which outlines a program of equal opportunity employment. Unless exempted by Section 204 of Executive Order #11246, equal employment opportunity is to be provided without regard to race, creed, color, national origin, or sex.

Oregon Revised Statutes, Chapter 659, additionally requires that there be no discrimination on the basis of age, mental or physical handicap or marital status. The contract may be cancelled, suspended in whole or in part, or the seller may be barred from receiving further purchase orders from the City if non-compliance with the above provisions is found.

2.13 CASH DISCOUNT

In the event that the City is entitled to a cash discount, the period of computations will commence on the date of delivery, receipt or acceptance of a completed invoice, whichever is later.

2.14 WARRANTIES

The seller warrants the articles delivered hereunder to be free from defects in labor, material, manufacture and installation and to be in compliance with any drawings or specifications incorporated or referenced herein and with any samples furnished by the seller. This warrantee shall be for a period of one year and is in addition to any manufacturer's warranties or other warranties including those provided by law. All implied or expressed warranty provisions of ORS Chapter 72 are applicable to this contract.

2.15 SAFETY AND HEALTH REQUIREMENTS

Equipment and services supplied shall comply with all Federal (O.S.H.A.) and State of Oregon Electrical and Safety Code requirements, as well as any other applicable state and local laws.

2.16 TERMINATION FOR CONVENIENCE

Termination under this clause is for convenience; it thus is distinct from default action. Accordingly, the City may terminate delivery under this contract, in whole or in part, at any time by notice. Such notice shall state the extent and effective date of such termination. Upon receipt thereof, the Contractor shall, as and to the extent directed by the City, stop work under this contract. If this contract is so terminated, the Contractor shall be paid in accordance with the terms of this contract for materials or supplies delivered and accepted or services performed and accepted, or any partial performance of this contract which cannot be mitigated by resale, as provided by ORS 72.7060.

2.17 TERMINATION FOR BREACH

In the event of a breach by the Contractor of any of the provisions of this contract, the City reserves the right to cancel and terminate this contract forthwith upon giving oral or written notice to the Contractor. The Contractor shall be liable for damages suffered by the City resulting from the Contractor's breach of contract.

2.18 LABOR DISPUTES

Whenever an actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice to the City.

2.19 REMEDIES

The contract shall be governed by and construed in accordance with the provisions of the laws of the State of Oregon, as interpreted by the Oregon courts.

2.20 FEDERAL REGULATIONS

Orders being procured with federal funds must comply with all relevant federal regulations. Applicable federal procurement regulations and revisions in effect on the date of this contract shall become a part of the terms and conditions of this contract when federal funds are used for acquisitions. References to federal regulations are attached; however, the City of The Dalles cannot insure that these references are complete.

2.21 ASSIGNMENT

This contract is assignable by the City of The Dalles. Except as to any payment due hereunder, this contract is not assignable by the Contractor without written approval of the City of The Dalles. In case such consent is given, it shall not relieve the Contractor from any of the obligations of this contract and any transferee or subcontractor shall be considered the agent of the Contractor and, as between the parties hereto, the Contractor shall be and remain liable as if no such transfer or subletting has been made.

2.22 OTHER APPLICABLE LAWS

Any provision required to be included in a contract of this type by any statutes, act, executive order, law, ordinance, rule, codes or regulations of the United States, the State of Oregon, or local authority will be deemed to be incorporated herein.

2.23 PAYMENTS

Payment shall be in "Cash", as authorized by the City Council. Payment is due within thirty (30) days of completion and written acceptance. Prior to final payment, the Contractor will execute a final release of claims and furnish proof of payment of all laborers, vendors and material men.

2.24 DISPUTES

Any questions of fact arising under the terms of this contract shall be referred to the City Purchasing Agent, whose decision shall be final and requested in writing setting forth the disputed matter.

2.25 LIQUIDATED DAMAGES

Liquidated damages shall be assessed at a rate of \$15.00 per day per unit in the event of late delivery. It is agreed that time is of the essence and that assessment and payment of liquidated damages shall, in no way, abridge or waive the right of the City to terminate the contract at any time after the delivery date and purchase from others. In the event of such termination, the City shall be entitled to recover any price differences between the Contractor's unit and the unit purchased in place of it. In addition, the City shall receive liquidated damages at the rate of \$15.00 per day per unit from the date of delivery under this contract until actual delivery of substitute units.

CITY OF THE DALLES
PUBLIC WORKS DEPARTMENT

TRUCK SPECIFICATIONS
JANUARY 1988

1. SCOPE:

1.1 The purpose of these specifications is to provide a purchase description for one (1) new (unused) 1988 or 1989 Model truck.

A. One (1) 3/4 Ton 4 wheel drive (4X4) cab and chassis, heavy duty long wheel base.

2. GENERAL REQUIREMENTS:

2.1 Adherence to Specification - Any and all deviations

from any requirements of the specification shall be grounds for rejection of the bid. Bidder warrants through its proposal that vehicle offered conforms in every way to the specifications.

2.2 Silence of Specification - The silence of this

specification as to any detail, or and omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice and that only materials and workmanship of the first quality are to be used. The vehicle to be furnished hereunder shall conform to all Federal, State, and Industry requirements for vehicles of its type and model year.

2.3 Manufacturer's Standard Vehicle - The vehicle to be

furnished hereunder shall be equipped as the manufacturer's standard model unless otherwise indicated. The vehicle shall be prepared and equipped for immediate operation. Equipment to be furnished as standard shall include all items

2.3 Manufacturer's Standard Vehicle (cont.)

normally furnished by the manufacturer including but not limited, to a heater, defroster, two-speed electric windshield wipers, electric windshield washer, a woven cloth bench seat and an AM radio.

3. DETAILED REQUIREMENTS:

3.1 Suspension

A. 3/4 Ton 4 Wheel Drive

- 1) Front suspension - shall be rated not less than 4600 lbs. capacity. Equipped with stabilizer bar.
- 2) Rear suspension - shall be rated not less than 6250 lbs. capacity, axle may be semi-floating type.

3.2 Alternator and Battery

- A. Shall be 70 amp. alternator.
- B. Shall be 12 volt 84 amp. 1 hr./battery.

3.3 Shock Absorbers

Shock absorbers shall be heavy-duty front and rear.

3. DETAILED REQUIREMENTS (cont.)

3.4 Chassis

- A. 3/4 Ton four-wheel drive. Chassis shall be manufacturer's long wheel base model, 130-135 inches. Construction compatible with suspension rating.

3.5 Air Cleaner

Air cleaner shall be a dry type.

3.6 Cab

- A. Cab shall be the manufacturer's standard conventional production model, with drip rails over doors.
- B. The instrument panel shall be equipped with a speedometer, an odometer, and a warning light to indicate brake system malfunction. Gauges covering fuel level, engine temperature, oil pressure, and the electrical system shall be included, warning lights alone are not acceptable.
- C. Mirrors shall include a rear view mirror in the cab and right and left, low mount exterior mirrors.

3.7 Gross Vehicle Weight

- A. 3/4 Ton four-wheel drive vehicle gross vehicle weight shall be not less than 8600 lbs.

3. DETAILED REQUIREMENTS (cont.)

3.8 Transmission

Transmission shall be a heavy-duty 3-speed automatic type.

3.9 Fuel Tank

Unit shall be equipped with 1 fuel tank, capacity shall be minimum 19 gallons.

3.10 Engine - all trucks

- A. Engine shall develop a net horsepower of not less than 220 horsepower without exceeding manufacturer's recommended engine speed.
- B. Engine shall develop a minimum net torque of 360 ft. lbs.
- C. Engine may be gasoline or diesel.

3.11 Wheels and Tires

- A. 3/4 Ton four wheel drive.
 - 1) Tires shall be truck type LT235/85R-16E Traction tread design, "NOT" all seasonal.

3. DETAILED REQUIREMENTS (cont.)

- 2) Wheels shall be manufacturer's standard 16" wheel.
- 3) Wheels shall have standard wheel covers.
- B. A spare wheel and tire of the same size and design, mounted on a bracket under the chassis shall be included with each vehicle.
- C. A 2 1/2 ton hydraulic jack and accessories, and 4-star lug wrench shall be furnished with each vehicle.

3.12 Paint and Trim

- A. Paint shall be standard production "Candy Apple" red.
- B. Trim shall include a body side molding strip on each side of the vehicle positioned to prevent damage inflicted by the doors of adjoining vehicles.

3.13 Brakes and Steering

Vehicle shall be equipped with power disc/drum, front/ rear brakes and power steering.

4. DELIVERY, INSPECTION, AND WARRANTIES:

4.1 Delivery

Delivery shall be made within sixty (60) days of order to the Director of Public Works or his designate and the City of The Dalles Public Works Department, 1900 W. 6th St., The Dalles, Oregon 97058. The unit shall be accompanied by a representative of the dealer or manufacturer who shall demonstrate to the director or his designee the proper operation of each vehicle function. The demonstration shall include a "check ride" by a City employee with the contractor's representative present if requested by the City. Owners and operator's manual shall accompany the vehicle at the time of delivery.

4.2 Inspection

The Director of Public Works or his designee shall be the delivery agent of the City. The dealer or manufacturer's representative shall demonstrate the operation of each switch, gauge, and vehicle function to the director. Failure of the unit to perform all functions correctly or malfunction of any vehicle system shall be grounds for rejection. A visible defect shall be noted at the time of delivery; however, defects that are latent or not readily visible to an untrained observer shall not be waived although not noted at delivery. Damage of any kind or shoddy workmanship shall be grounds for rejection.

4.3 Warranties

In addition to all other warranties expressed and implied, the manufacturer shall extend to the City a minimum 6 year or 60,000 - mile warranty at no additional charge. The warranty shall cover all

4.3 Warranties (cont.)

vehicle parts from defects in material and workmanship. In addition the dealer shall furnish literature and prices for any extended warranty program offered by the vehicle manufacturer. Information on extended warranty is not an award evaluation factor and no amount for an extended warranty shall be included in the bid price. Tires and radio equipment may be covered by separate warranties of not less than 90 days duration.

4.4 Service Intervals

Data on service intervals shall be supplied at the time of delivery.

4.5 Manuals

- A. 2 each, shop manual, each vehicle.
- B. 2 each, parts manual, each vehicle.
- C. 2 each, electrical trouble shooting manual, each vehicle.
- D. 2 each, wiring diagram, each vehicle.
- E. 2 each, owner guide, each vehicle.

5. CATALOGUE CUTS AND MANUFACTURER'S SPECIFICATIONS

- 5.1 Each bid or proposal shall include a manufacturer's catalogue "cut" and specification describing and depicting the vehicle to be furnished. Interior finish and optional equipment shall be indicated.

Specifications
One (1) truck
Page 8

Public Works Dept.
City of The Dalles

5. Catalogue cuts and Manufacturer's Specifications (cont.)

5.2 Failure of the delivered vehicle to conform to the
"catalogue cut" and specifications submitted may by
grounds for rejection.

6. TRADE-IN

The successful bidder must take as a trade-in the City's
vehicle.

A. 1982 Ford 3/4 ton pick-up, unit # 60.

7. BID PRICE

A bid price for purpose of evaluation shall be the total
price of one (1) vehicle proposed less the trade-in
allowed for unit # 60.

Dave Grassi's Sunset Motor Co.

Chevrolet Oldsmobile Cadillac Southwind Motor Homes

CITY OF THE DALLES
CITY HALL - 313 COURT STREET
THE DALLES, OR 97058

SUBJECT: SPECIFICATIONS FOR VEHICLE BID

** (1) ONE TON FOUR WHEEL DRIVE (4x4)
CAB & CHASSIS CHEV. OR GMC
(CV31003) OR (TV31003)

EQUIPPED AS FOLLOWS:

ENGINE 7.4 LITER (454) V8 EFI

** 230 HORSEPOWER

** 385 Ft. lbs. TORQUE

CAB

STD. CAB WITH DRIP RAILS

ALL SAFETY GLASS

INSTRUMENT PANEL GAGES - NOT WARNING LIGHTS

2 - SPEED ELECTRIC WINDSHIELD WIPERS

DOVE LIGHT

DUAL ARM REST

DUAL SUNVISORS

OUTSIDE MIRRORS, LEFT & RIGHT, WITH INSIDE MIRROR

AM RADIO

ELECTRIC WINDSHIELD WASHER

SUSPENSION ** 1 TON 4x4 HEAVY DUTY

** FRONT AXLE 4500 lbs.

** REAR AXLE 7500 lbs.

** GVW 10000 lbs.

HEAVY DUTY SHOCK ABSORBERS

** HEAVY DUTY REAR MAIN & AUXILLARY SPRINGS 3700 lbs. EACH

ELECTRICAL 12 VOLT SYSTEM

** 66 AMP. GENERATOR

** 525 COLD CRANKING AMPS

TRANS.

HEAVY DUTY 3-SPEED AUTOMATIC

FUEL TANK ** CAPACITY 20 GALLONS

WHEELS &
TIRES

TRUCK TYPE LT 235/85R 16 E ON/OFF ROAD

16" HD WHEELS

CONT'D


** DENOTES DEVIATION FROM REQUESTED SPECIFICATIONS

Dave Grassi's Sunset Motor Co.

Chevrolet Oldsmobile Cadillac Southwind Motor Homes

TIRES & WHEELS	CONT'D WHEEL COVERS SPARE WHEEL AND TIRE
BRAKES	HEAVY DUTY POWER BRAKES
STEERING	POWER STEERING
CARGO BOX	NONE, CAB & CHASSIS
DELIVERY **	90-120 DAYS OF ORDER
WARRANTY	6 YEARS/ 60000 MILES
PAINT & TRIM	CANDY APPLE RED MOLDING STRIP ON EACH SIDE OF CAB
MANUALS	2 MAINTENANCE MANUALS 2 PARTS MANUALS 2 WIRING DIAGRAMS 2 OWNER, OPERATOR GUIDES

BID PRICE AFTER TRADE ALLOWANCE \$10,288.64


ANDY BIALKOWSKY
FLEET MANAGER

RESOLUTION 88 - 24

A RESOLUTION TO REVISE AND APPROVE EXECUTION
OF A GRAZING PERMIT FROM THE CITY OF THE DALLES
TO TOM MAY

WHEREAS, the City Council approved issuance of a Grazing Permit for land located at The Dalles Municipal Airport to Tom May at its regular meeting on April 18, 1988; and

WHEREAS, further discussion between Planning Department personnel, the City Attorney, Mr. May, and David Guenther, Range Conservationist with the U. S. Department of Agriculture, Soil Conservation Service, in Goldendale, Washington, has resulted in the recommendation of a change in the expiration date of the Permit to January 15, 1989, rather than December 31, 1988; and

WHEREAS, this change is minor, recommended by the City Planning Department, and agreeable to the Permittee; and

WHEREAS, Permittee has not as yet signed the Grazing Permit as originally adopted, and;

WHEREAS, the City Council has determined that authorizing acceptance of Revised Grazing Permit, which is attached and made a part hereof, is in the best interest of the City. NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL:

Section 1. Revised Grazing Permit Approved.

The revised Grazing Permit to be issued to Tom May by the City with the change in expiration date is hereby accepted and approved.

Section 2. Officers to Act.

The Mayor, City Clerk and such other officers and employees of the City of The Dalles are hereby authorized to sign the Grazing Permit as revised and to do such other acts as are necessary and property.



DONE AND DATED THIS 2ND DAY OF MAY, 1988.

Voting Yes, Councilmembers: Will, Clark, Probstfield, Spadt, Phillips

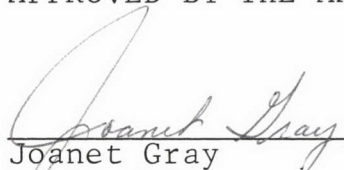
Voting No, Councilmembers: _____

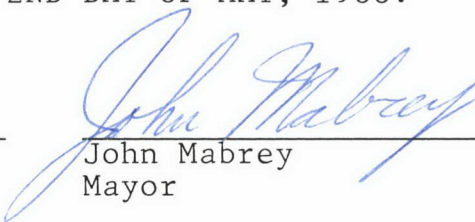
Absent, Councilmembers: _____

Abstaining, Councilmembers: _____

AND APPROVED BY THE MAYOR THIS 2ND DAY OF MAY, 1988.

ATTEST:


Joanet Gray
City Clerk pro tem


John Mabrey
Mayor

GRAZING PERMIT

THIS AGREEMENT made as of _____, between the CITY OF THE DALLES, a municipal corporation of the State of Oregon, herein called CITY, and Tom May, 5650 Eight Mile Road, The Dalles, Oregon 97058, herein called PERMITTEE.

In consideration of the fees, covenants and agreements hereinafter specified to be paid, kept and performed by the PERMITTEE, the CITY grants a permit to the PERMITTEE for grazing of the following described premises located in Klickitat County, Washington, being a part of the City of The Dalles Municipal Airport:

(The legal description of the property is contained in Exhibit A, attached hereto.)

1. DEFINITIONS: As used in this agreement terms shall be given the meanings assigned by this section and no other unless the context clearly indicates to the contrary. Terms not defined in this agreement shall be given their common usage meaning.

"Airport" shall mean the City of The Dalles Municipal Airport, Dallesport, Washington.

"Airport Manager" shall mean the City's duly appointed Airport Manager or his designee when acting on behalf of the City.

"Airport Operations" shall mean all activities related to the launch, recovery, maintenance, repair, storage, management and control of aircraft including ground operations such as taxiing, fueling, passenger loading and engine runups. Operations also include communication with aircraft and ground support personnel by voice, radio, telephone, lights or sound.

"Airport User" shall mean any member of the public lawfully upon the airport property engaged in an activity permitted by the City.

"City" shall mean the City of The Dalles.

"City Manager" shall mean the City Manager of the City of The Dalles or his designee or assistant.

"State" shall mean both the State of Oregon and the State of Washington unless one or the other is specifically designated.

2. TERM. The term of this permit shall begin when signed by both parties and shall end on the 15th day of January, 1989.

3. FEE. The PERMITTEE agrees to pay to the CITY at The Dalles, Oregon, a sum of money equal to \$6.10 per animal unit month (AUM) for each animal unit month allowed by the CITY. The number of AUM to be allowed shall be determined by the CITY using Soil Conservation Service guidelines. The PERMITTEE agrees to pay the fee computed to the CITY on or before May 1, 1988.

4. USE AND CONDITION. The PERMITTEE is granted the right to use the premises only for the purpose of grazing and pasturing cattle, and shall use the premises in accordance with standard practices of husbandry in the vicinity. PERMITTEE covenants and agrees that PERMITTEE will abide by all local, state and federal laws, regulations and ordinances in the conduct of the grazing operation and the use of the premises. In particular, PERMITTEE shall comply with all requirements of the Klickitat County Noxious Weed Control Board regarding noxious vegetation control. The PERMITTEE further covenants and agrees that PERMITTEE has examined and knows the condition of the premises and that no representation as to condition or repair thereof has been made by the CITY prior to or at the execution of this permit.

5. REPAIRS AND ALTERATIONS. Except as to fence repair and replacement, PERMITTEE shall make no repairs, alterations or improvements to the premises without first obtaining the written consent of the CITY, and then only upon the conditions then specified

in writing by the CITY. Improvement made without consent shall be removed on demand of the CITY. All improvements shall become the property of the CITY without cost to the CITY or any adjustment to fees unless otherwise agreed in writing.

6. INSURANCE. PERMITTEE shall carry a policy of landlord and tenant liability insurance indemnifying and saving harmless the CITY from any and all loss, claims or liability arising out of the use and operation of the premises in the amount of \$1,000,000 personal injury and property damage coverage, and shall furnish to the CITY a certificate of the insurance carrier to the effect that such insurance is in force and will not be cancelled on less than ten (10) days' notice. The CITY shall be a named insured in said policy.

7. EXPIRATION. At the expiration of the term of this permit or upon any sooner termination thereof, PERMITTEE will quit and deliver up the premises without cost to the CITY peaceably, quietly and in as good condition as the same now are or may hereafter be placed, reasonable use and wear thereof and loss and damage by fire and other casualty alone excepted. Any improvements constructed by the PERMITTEE shall become the property of the CITY at no expense to the CITY unless otherwise agreed in writing.

8. LIENS. In making any improvements, repairs, or alterations upon the premises, PERMITTEE will not permit, allow nor suffer any laborers, mechanics or material men's liens to attach to the premises by reason thereof nor will the PERMITTEE permit, suffer or allow any lien of whatsoever kind or nature to attach to the premises on account of any claim against the PERMITTEE. PERMITTEE shall be liable for the cost of removing and disposal of any unauthorized and unwanted improvement, trash, debris, rubbish or other thing left upon the premises at termination unless placed there by the CITY.

9. ASSIGNMENT. The PERMITTEE shall not sign or transfer this permit, nor any interest therein, nor any part thereof, without first obtaining the written consent of the CITY, nor may this permit be assigned by operation of law, and in such event, the CITY shall immediately have the right of reentry.

10. INSPECTION. The CITY shall have the right any time to go upon the premises to examine the condition thereof and to make any tests or examinations as it may from time to time desire.

11. FENCES. The PERMITTEE will maintain and keep in good condition and state of repair all existing fences surrounding the CITY's grazing property at the Airport. The PERMITTEE will do this work in such a manner that 4-strand barbed wire fences sufficient to keep livestock from the CITY's other Airport premises and runways, together with natural conditions of the ground to keep livestock from the other portions of the airport and runways shall exist in good repair at all times during the term of this permit. The PERMITTEE shall at no cost to the CITY install 1,320 feet of new fencing in locations designated by the CITY upon or surrounding the permitted property. Materials to be used shall be 4-strand barbed wire and heavy weight steel posts spaced at 16 foot intervals.

Notwithstanding any other provision of this permit, if any livestock owned by PERMITTEE or upon the premises covered by this permit with the consent of the PERMITTEE shall gain access to any City Airport taxiway, ramp or runway, this permit shall be automatically terminated and PERMITTEE shall not be entitled to reimbursement of any prepaid fees.

12. WELL ACCESS. PERMITTEE understands and agrees that it does not and shall not have access to the existing well on the grazing property.

13. RETAKING OF PREMISES. In the event the CITY at any time should find it necessary and desirable for any reason to terminate this permit as to the premises herein described or any portion thereof, then in such event this permit may be cancelled and terminated as to the entire premises or that portion thereof which the CITY designates, by the CITY giving the PERMITTEE thirty (30) days written notice to remove from the premises. In such event the PERMITTEE covenants and agrees to quit and deliver up possession of the premises within the time specified in the notice, and agrees that this permit shall then be null and void and of no further force and effect as to the premises or portion thereof retaken, except as to any rights or remedies otherwise herein reserved to the CITY. PERMITTEE further covenants and agrees that it shall have no further rights, claims, privileges or demands hereunder except that it is understood and agreed that CITY will refund to the PERMITTEE any prepaid fee pro rata for the remaining portion of the period computed from the day the PERMITTEE gives up possession. PERMITTEE further covenants that by virtue hereof it expressly waives any notice provisions for grazing contracts provided by law and that the method of termination herein provided for shall be exclusive.

14. TERMINATION BY PERMITTEE. In the event the PERMITTEE at any time should find it necessary and desirable for any reason to terminate this permit as to the premises herein described, then in such event this permit may be cancelled and terminated as to the premises by the PERMITTEE giving the CITY sixty (60) days written notice that he will remove from the premises, and this permit shall then terminate and be of no further force or effect, but the PERMITTEE shall not be entitled to any rebate of fees on account thereof.

15. CLAIMS. PERMITTEE covenants and agrees that PERMITTEE will make no claim or complaint, nor institute any suit or action against the CITY for damage, injury, disturbance of possession, inconvenience or wrong of any type whatsoever on account of CITY's airport operations or on account of the use and occupancy by CITY and its tenants or authorized representatives of said airport property or due to conditions existing upon the premises described herein, and the PERMITTEE hereby specifically releases and discharges the CITY, its authorized representatives and tenants from any such liability, responsibility or obligation on account of any of the foregoing.

16. DEFAULT. Time and strict performance of every covenant and condition of this permit are declared to be the essence of this permit agreement and these presents are upon the condition that if the PERMITTEE shall be in arrears in payment of fee twenty (20) days past the day when the same is due, or if the PERMITTEE shall fail or neglect to do or perform or observe any of the covenants, promises and conditions contained herein on PERMITTEE's part to be kept and performed, or if the PERMITTEE shall be declared bankrupt or insolvent, according to law, or if any assignment of PERMITTEE's property shall be made for benefit of creditors, then in any of said cases or events, the CITY may lawfully at its option without further demand or notice enter into and open the premises or any part thereof and, in the name of the whole, repossess the same of its former estate and expel the PERMITTEE and those claiming by, through and under the PERMITTEE and remove its effects, forcibly if necessary, without being deemed guilty of trespass and without prejudice to any remedy which might be used for collection or arrears of fees or preceding breach of covenant.

17. WAIVER. Any waiver by the CITY of any breach by the PERMITTEE shall not be construed as a waiver of any subsequent or

other breach nor as continuing waiver, nor shall it bar strict enforcement of all the provisions of the permit thereafter.

18. NOTICE. Any notice to be given the PERMITTEE under the terms of this agreement shall be sufficient if sent by regular U. S. Mail to:

PERMITTEE

Tom May
5650 Eight Mile Road
The Dalles, Oregon 97058

CITY

City Manager
City Hall
The Dalles, Oregon 97058

19. COSTS. In the event it is necessary to employ attorneys to enforce any of the terms or conditions of this permit or to obtain any remedy which it may have at law or equity against the PERMITTEE arising therefrom, PERMITTEE covenants and agrees to pay to the CITY reasonable costs and attorney's fees as set by the Court in any action, suit or proceeding.

This agreement shall be binding upon the heirs, personal representatives, successors and assigns of the parties.

The parties have executed this lease as of the day and year first above written.

CITY OF THE DALLES, a Municipal
Corporation of the State of Oregon

By: _____
John Mabrey, Mayor

ATTEST:

By: _____
Joanet Gray
City Clerk pro tem

By: _____
Tom May, Permittee

RESOLUTION 88 - 23

A RESOLUTION TO REVISE AND APPROVE EXECUTION
OF A PERMIT TO REMOVE VEGETATION FROM THE
CITY OF THE DALLES TO TOM MAY

WHEREAS, the City Council approved issuance of a Permit to Remove Vegetation from land located at The Dalles Municipal Airport to Tom May at its regular meeting on April 18, 1988; and

WHEREAS, further discussion between Planning Department personnel, the City Attorney, Mr. May, and David Guenther, Range Conservationist with the U. S. Department of Agriculture, Soil Conservation Service, in Goldendale, Washington, has resulted in recommendations of a change in the expiration date of the Permit to January 15, 1989, rather than December 31, 1988, and that the wording of the section entitled REMOVAL be changed to "All bales shall be removed no later than the date of Permit expiration.", rather than "All bales shall be removed at least thirty (30) days prior to Permit expiration."; and

WHEREAS, these changes are recommended by the City Planning Department, and agreeable to the Permittee; and

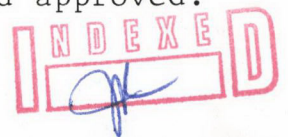
WHEREAS, Permittee has not as yet signed the Permit to Remove Vegetation as originally adopted, and;

WHEREAS, the City Council has determined that authorizing acceptance of the revised Permit to Remove Vegetation, which is attached and made a part hereof, is in the best interest of the City. NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL:

Section 1. Revised Permit Approved.

The revised Permit to Remove Vegetation to be issued to Tom May by the City with the above changes is hereby accepted and approved.



Section 2. Officers to Act.

The Mayor, City Clerk and such other officers and employees of the City of The Dalles are hereby authorized to sign the Permit to Remove Vegetation as revised and to do such other acts as are necessary and proper.

DONE AND DATED THIS 2ND DAY OF MAY, 1988.

Voting Yes, Councilmembers: Will, Clark, Probstfield, Spadt, Phillips

Voting No, Councilmembers: None

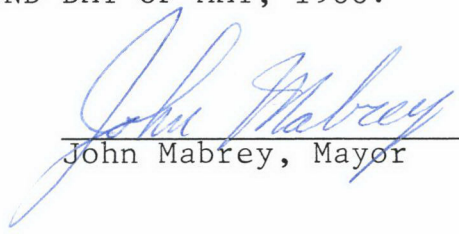
Absent, Councilmembers: None

Abstaining, Councilmembers: None

AND APPROVED BY THE MAYOR THIS 2ND DAY OF MAY, 1988.

ATTEST:

Jo Gray, City Clerk pro tem


John Mabrey, Mayor

PERMIT TO REMOVE VEGETATION

This Agreement is made and entered into this 18th day of April, 1988, at The Dalles, Oregon, by and between the City of The Dalles, a municipal corporation of the State of Oregon, hereinafter called CITY, and Tom May, 5650 Eight Mile Road, The Dalles, Oregon 97058, hereinafter, PERMITTEE.

In return for the mutual promises and covenants contained herein, CITY and the PERMITTEE are firmly bound to one another as follows:

DEFINITIONS: As used in this agreement terms shall be given the meanings assigned by this section and no other unless the context clearly indicates to the contrary. Terms not defined in this agreement shall be given their common usage meaning.

"Airport" shall mean the City of The Dalles Municipal Airport, Dallesport, Washington.

"Airport Manager" shall mean the City's duly appointed Airport Manager or his designee when acting on behalf of the City.

"Airport Operations" shall mean all activities related to the launch, recovery, maintenance, repair, storage, management and control of aircraft including ground operations such as taxiing, fueling, passenger loading and engine runups. Operations also include communication with aircraft and ground support personnel by voice, radio, telephone, lights or sound.

"Airport User" shall mean any member of the public lawfully upon the airport property engaged in an activity permitted by the City.

"City" shall mean the City of The Dalles.

"City Manager" shall mean the City Manager of the City of The Dalles or his designee or assistant.

"State" shall mean both the State of Oregon and the State of Washington unless one or the other is specifically designated.

"Vegetation" shall mean all annual and perennial shrubs, grasses, sedges, plants and trees and their parts, whether living or dead.

PURPOSE OF AGREEMENT. The principal purpose of the CITY in granting this permit is to provide for the control of vegetation harboring birds and obstructing vision at its airport. The principal purpose of the PERMITTEE is to obtain vegetable matter which it deems suitable for animal feed from the Airport for its use or for sale to others.

PERMIT GRANTED. In return for a permit fee paid, the City of The Dalles hereby grants the undersigned PERMITTEE the right to go upon its lands at the Airport which are designated by a red outline in Exhibit A to this agreement to cut and remove vegetation for a period commencing with the signing of this permit by both parties and lasting through January 15, 1989. PERMITTEE shall close all gates behind it which it was necessary for it to open to gain access to said lands.

METHOD OF CUTTING. PERMITTEE may cut vegetation by hand or by any mechanical method provided that such method does not remove vegetation in such a manner as to loosen or disturb the soil or cause or contribute to soil erosion by wind or water. The PERMITTEE shall be solely responsible for requesting and making certain that electrical power to all overhead and subsurface power lines has been shut off prior to cutting in proximity to the lines. PERMITTEE shall take special care to avoid damage to fixtures and improvements and shall be liable for the cost of repair in the event of damage. PERMITTEE shall be solely responsible to locate and mark or remove any obstruction in the cutting area that may interfere with the

Page 2 of 7 - PERMIT

operation of its equipment or cause injury or damage to persons or objects nearby if passed over by PERMITTEE's equipment. Cutting shall be as frequent as deemed feasible by PERMITTEE but not less than twice per year, once in the spring and once in the fall.

REMOVAL. All vegetation cut shall become the property of the PERMITTEE and shall be removed from the Airport within 48 hours unless baled or authorized in advance in writing by the CITY to be fed in conjunction with the CITY's grazing permit issued for an adjoining portion of the Airport. Bales may be stored upon the Airport at a location designated by the Airport Manager provided that the bales are stored in a fire safe manner in an area that does not interfere with airport operations. All bales shall be removed no later than the date of Permit expiration. Risk of loss of stored materials shall be solely upon PERMITTEE.

OPERATION OF VEHICLES AND MACHINERY. All vehicles and machinery shall be operated in a safe manner. No vehicle or machinery shall be operated upon any runway, taxiway or ramp being used for aircraft operation without the permission of and prior notification to the Airport Manager. No vehicle or machinery shall be operated by the PERMITTEE across or upon any runway, taxiway or ramp except upon haul routes approved in advance by the Airport Manager. All material upon vehicles or machinery shall be secured so as not to be deposited upon any runway, taxiway or ramp surface. PERMITTEE shall immediately remove any object or debris deposited by a machine or vehicle or its tires upon any surface used for operation of aircraft. No vehicle or machinery shall be stopped or parked on a runway or taxiway or within 150' to either side of a runway or 1000' from the end of a runway. Vehicles or machinery may be stored upon a ramp or in the airport parking area in a location approved by the Airport Manager. The risk

of damage or injury to any stored equipment or vehicle shall be solely upon the PERMITTEE.

FIRE PRECAUTIONS. PERMITTEE shall fuel and operate all equipment in a fire safe manner. Any vehicle equipped with a catalytic converter in its exhaust system shall be equipped with a water or chemical spray fire extinguisher suitable for use on grass fires. If vehicles using catalytic converters are used, a fire watch shall be maintained for thirty (30) minutes after equipment operation ceases. A similar fire watch shall be maintained if PERMITTEE or its employees smoke while working. No smoking shall be allowed when refueling, within 50 feet of an aircraft, within 100 feet of a fuel storage or dispensing facility or its vents or intake or within any designated no smoking area indicated by signs or markings.

LIMITATIONS ON CUTTING. PERMITTEE shall use good husbandry and farming practices in determining when to cut and the length of stubble. Any recommendations of the United States Department of Agriculture Soil Conservation Service shall be considered conclusive as to the standard for good farming practices.

LEVELING AND RESEEDING. PERMITTEE may level and reseed areas open to cutting. PERMITTEE shall consult with the Airport Manager prior to leveling or plowing. Leveling and plowing shall be accomplished in such a manner as not to create dust or wind erosion. Reseeding shall be with suitable plant types recommended by the Soil Conservation Service and approved by the City Manager. Approval may be withheld if the plants to be seeded would increase bird or animal populations close upon the Airport, fail to hold soil and moisture to the extent of existing types or obscure the view of navigation and safety devices.

NO ASSIGNMENT OR TRANSFER. This permit is not a lease and does not entitle the PERMITTEE to occupy any portion of the Airport except temporarily for the purpose of cutting, removing and reseeding vegetation. This permit is nontransferable and non-assignable. Any attempt to transfer or assign it without the written consent of the City shall render the permit void and forfeit any permit fee paid.

FEE. PERMITTEE shall pay to the City Treasurer a permit fee in the amount of \$55.00.

INSURANCE. PERMITTEE shall maintain liability insurance in the amount of \$1,000,000. Such insurance shall cover both personal injury and property damage and shall include liability for vehicle operations. PERMITTEE shall name the CITY as an additional insured and the policy shall provide not less than ten (10) days cancellation notice to the CITY. Failure to maintain insurance coverage and to provide the CITY with satisfactory evidence of insurance shall be grounds to revoke this permit.

CLAIMS. PERMITTEE covenants and agrees that PERMITTEE will make no claim or complaint, nor institute any suit or action against the CITY for damage, injury, disturbance of possession, inconvenience or wrong of any type whatsoever on account of CITY's airport operations or on account of the use and occupancy by CITY and its tenants or authorized representatives of said airport property or due to conditions existing upon the premises described herein, and the PERMITTEE hereby specifically releases and discharges the CITY, its authorized representatives and tenants from any such liability, responsibility or obligation on account of any of the foregoing.

TERMINATION FOR CONVENIENCE. This permit may be terminated by the CITY upon thirty (30) days written notice mailed to the PERMITTEE

at his last known address. Upon such termination PERMITTEE shall be entitled to a pro rata refund of the permit fee only as full compensation for any damages. The CITY reserves the right to partially terminate the permit through a reduction of the permitted area upon thirty (30) days written notice to the PERMITTEE. Such reduction shall be made when necessary to accommodate new or existing Airport facilities, including but not limited to hangars, terminals, offices, access roads, navigation or utility facilities, runways or taxiways. Such a partial termination shall entitle the PERMITTEE to a pro rata fee reduction based upon area and number of cuttings deleted.

TERMINATION FOR DEFAULT. The performance of all duties and obligations hereunder by the PERMITTEE are deemed to be material. Failure of the PERMITTEE to perform any obligation hereunder shall be deemed a breach of this permit which shall entitle the CITY to terminate and revoke the permit immediately. Upon termination PERMITTEE shall have ten (10) days in which to remove any property from the Airport. PERMITTEE shall not be entitled to recover any part of its permit fee. In addition, the CITY shall be entitled to pursue any other remedy it may have for damage, contribution or indemnity against the PERMITTEE. Failure of the CITY to invoke this provision in any instance of violation of the terms of the permit shall not constitute a waiver of any subsequent violation or breach.

INTEGRATION. This writing represents the full agreement of the parties thereto and neither has been induced to sign it by any representation not appearing in the permit.

PERMITTEE TO OBEY ALL LAWS. PERMITTEE shall obtain all licenses and permits required by any governmental agency and pay all taxes and

fees incurred by reason of its operation at the Airport. PERMITTEE shall observe all federal, state and local laws, ordinances and regulations pertaining to its operations under this Permit. In particular, PERMITTEE shall comply with all requirements of the Klickitat County Noxious Weed Control Board regarding noxious vegetation control.

SIGNED: Tom May Permittee

SIGNED: John Mabrey
Mayor

ATTEST: Joanet Gray
City Clerk pro tem

RESOLUTION NO. 88 - 22

RESOLUTION TO ESTABLISH A REVISED RATE SCHEDULE
FOR THE CITY OF THE DALLES AMBULANCE SERVICE
EFFECTIVE MAY 3, 1988.

WHEREAS, the current rate schedules for ambulance service provided by the City of The Dalles was enacted in July of 1984; and

WHEREAS, the City of The Dalles Fire Department Assistant Chief has recently conducted a survey of ambulance service rates provided by other cities throughout the state and has recommended changes in the existing rate schedule; and

WHEREAS, the Council of The City of The Dalles deems it necessary and proper and in the best interest of the City to adopt the proposed changes. NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL:

Section 1: Revised Rates

The following schedule of fees for the City of The Dalles Ambulance Service is hereby established to become effective May 3, 1988, and replaces all prior rate schedules.

1. Scheduled Transfers (by appointment with minimum 2 hours notice)
8:30 to 11:00 or 13:00 to 16:00 hours - Non-holiday weekdays
 - A. \$ 96.00 Base Rate City (20% discount)
\$120.00 Base Rate Non-city
 - B. \$ 6.00 Patient Mile City
\$ 8.00 Patient Mile Non-city
\$ 60.00 per hour standby time (no charge first 30 minutes)
2. Emergency Service (all calls not covered under No. 1 or No. 3)
 - A. \$120.00 Base Rate City (20% discount)
\$150.00 Base Rate Non-City
\$200.00 Base Rate - Out of State
 - B. \$ 6.00 Patient Mile City
\$ 8.00 Patient Mile Non-City
 - C. \$ 60.00 per hour standby time (no charge first 30 minutes)



D. \$ 25.00 Night Fee (calls entering period between 22:00 to 07:00)

E. \$ 30.00 Extra EMT

3. Critical Care (extremely ill or injured requiring extensive care)

A. \$140.00 Base Rate City (20% discount)
\$175.00 Base Rate Non-City
\$225.00 Base Rate - Out of State

B. Other Rates as in Emergency Service

4. Service Fees

Suction	\$10.00
MAST	\$20.00
Orthopedic Care (limb)	\$ 7.50
Orthopedic Care (trac.)	\$12.50
Orthopedic Care (spine)	\$15.00
IV Therapy	\$20.00
Bandaging	\$ 7.50
Restraints	\$15.00
Extrication	\$50.00
OB Care	\$30.00
Cardiac Monitor	\$40.00
Defibrillation (includes cardiac monitor)	\$75.00
Drug Therapy	\$30.00
Intubation	\$30.00

5. Supply Costs (March 1988 Market Value @ 25% margin)

C. Collar	\$21.00
Oxygen	\$12.00 (City area)
	\$20.00 (Portland calls)
Ice Packs	\$ 2.00
Burn Sheets	\$ 9.50
Emesis Basin	\$ 1.50
4 X 4	\$.25
Kling	\$ 1.50
8 X 7 1/2	\$.50
Thermometer	\$.50
Underpad	\$ 1.50
Airway OPA	\$ 1.75
Airway EOA	\$53.00
Suction Cath.	\$ 1.50
Glucose	\$ 4.00
O.B. Kit	\$13.50
EKG Electrodes	\$ 3.00
Defib. Electrodes	\$60.00

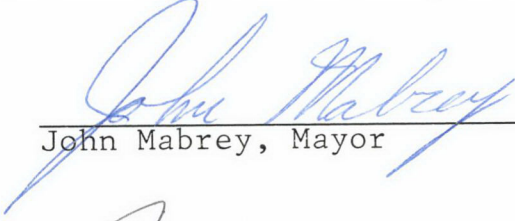
Any major items (i.e. backboard, K.E.D., etc.) left with the patient will be billed. That amount shall be deducted when equipment is returned in good condition.

The supply costs set out in paragraph 5 shall be updated annually by the Fire Department. The Fire Department shall conduct a study to determine the March 3 published price of the listed items in a current trade catalogue to which shall be added a 25% margin. This updated cost shall be charged on all supplies utilized after May 1 of that year.

DONE AND DATED THIS 2ND DAY OF MAY, 1988.

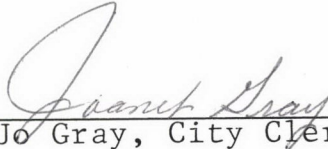
Voting Yes, Councilmembers:	<u>CLARK, PHILLIPS, SPADT, PROBSTFIELD AND WILL</u>
Voting No, Councilmembers:	<u>NONE</u>
Absent, Councilmembers:	<u>NONE</u>
Abstaining Councilmembers:	<u>NONE</u>

AND APPROVED BY THE MAYOR THIS 2ND DAY OF MAY, 1988.



John Mabrey, Mayor

ATTEST:



Jo Gray, City Clerk pro tem

RESOLUTION NO. 88-21

WHEREAS, the State Historic Preservation Office is soliciting grant proposals for research necessary to document proposed construction work on historic structures, and

WHEREAS, the Northern Wasco County Parks and Recreation District is working toward the restoration of the ballroom portion of the Civic Auditorium and is submitting a grant request for architectural plans for this purpose, and

WHEREAS, the renovation of the Civic Auditorium, including the ballroom, would benefit users of the Civic Auditorium and the community as a whole, and

WHEREAS, the Civic Auditorium is a contributing property to The Dalles Downtown Commercial Historic District which is endangered by deterioration and its preservation is necessary to the integrity of the historic district.

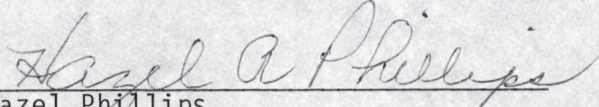
IT IS HEREBY RESOLVED BY THE CITY OF THE DALLES ACTING BY AND THROUGH ITS COUNCIL that the City of The Dalles, Oregon, strongly urges the State Historic Preservation Office to fund the Northern Wasco County Parks and Recreation District's grant request for predevelopment costs.

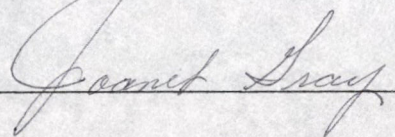
IT IS FURTHER RESOLVED that City Council supports the Northern Wasco County Parks and Recreation District's efforts to renovate the Civic Auditorium.

DONE AND DATED THIS 18TH DAY OF APRIL, 1988

Voting Yes, Councilmembers:	<u>CLARK, SPADT, WILL, PROBSTFIELD AND PHILLIPS</u>
Voting No, Councilmembers:	<u>NONE</u>
Absent, Councilmembers:	<u>NONE (PHILLIPS ACTING MAYOR IN ABSENCE OF MAYOR MABREY)</u>
Abstaining, Councilmembers:	<u>NONE</u>

AND APPROVED BY THE COUNCILMAN-AT-LARGE THIS 18TH DAY OF APRIL, 1988.


Hazel Phillips
Councilman-at-Large

ATTEST: 



1944-1945

1946-1947

1948-1949

1950-1951

1952-1953

1954-1955

1956-1957

1958-1959

1960-1961

1962-1963

1964-1965

1966-1967

1968-1969

1970-1971

1972-1973

1974-1975

1976-1977

1978-1979

1980-1981

RESOLUTION NO. 88 - 20

A RESOLUTION DECLARING THE INTENTION OF THE CITY COUNCIL TO CONSTRUCT SIDEWALK IMPROVEMENTS, ESTABLISHING A LOCAL IMPROVEMENT DISTRICT AND DIRECTING NOTICES AND PUBLICATION

WHEREAS, the City Council has heretofore considered the Study and Report of the City Engineer concerning the construction of sidewalks, curbs and wheelchair ramps involved in the 1988 Sidewalk Project "A"; and

WHEREAS, after due consideration the City Council has determined that the formation of a local improvement district and construction of the proposed project is a general public necessity and is in the best interest of the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF THE DALLES RESOLVES THAT:

Section 1: Intention to Improve.

The Council deems it of general public necessity that sidewalks be constructed and hereby declares its intent to proceed with the proposed construction of sidewalks, curbs and wheelchair ramps involved in the 1988 Sidewalk Project "A" as more specifically set out in attached Exhibit A. The Council hereby adopts the plans and specifications prepared by the City Engineer for such construction and orders them filed with the City Clerk.

Section 2: Clerk to Give Notices.

The City Clerk is authorized and directed to:

A. Cause notice to be published once each week for two successive weeks in a newspaper of general circulation in The Dalles, Oregon. Said notice shall state:



1. The City has announced its intention to proceed with the above named project and Council adopted plans and specifications of the City Engineer are on file with the City Clerk and open to public inspection.

2. A description, graphic or written, of each lot or tract of land on which the proposed sidewalk will front or abut.

3. The fact that at the expiration of 15 days from the date of publication of the notice, the council will proceed to construct the sidewalk and assess the cost thereof, including legal, administrative, and engineering expenses, against the property on which the sidewalk fronts or abuts, unless:

- a. The record owner of the property files with the City Clerk a written notice stating that he will begin to construct or cause to be constructed said sidewalk according to the adopted plans and specifications within 15 days from the date of publication of the notice and continue the same to completion within 60 days from the date of publication of the notice.

B. Cause a notice to be sent by registered mail to the last known address of each of the record owners of each lot or tract on which the proposed sidewalks will front or abut, at his last known address, a notice containing substantially the same matters set forth in Section A hereof, except that it shall not be necessary to describe any property other than that owned by the person to whom the notice is mailed.

DONE AND DATED THIS 18TH DAY OF APRIL, 1988.

Voting Yes, Councilmembers:	<u>CLARK, SPADT, PROBSTFIELD, WILL AND PHILLIPS</u>
Voting No, Councilmembers:	<u>NONE</u>
Absent, Councilmembers:	<u>NONE (PHILLIPS ACTING MAYOR IN ABSENCE OF MAYOR MABREY)</u>
Abstaining, Councilmembers:	<u>NONE</u>

AND APPROVED BY THE ACTING MAYOR THIS 18TH DAY OF APRIL, 1988.

Hazel A Phillips
Hazel Phillips, Acting Mayor

ATTEST: Joan Gray
Jo Gray
City Clerk pro tem

PRELIMINARY STUDY AND REPORT

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE DALLES, OREGON

The following is the preliminary study and report of the probable costs to the property owners for the proposed construction of sidewalk and curb adjacent to their property for the 1988 Sidewalk Project "A". Installation will be under the Charter Provision of the City of The Dalles concerning the extension on existing sidewalks by direction of the City Council.

Probable costs do not include the cost of necessary tree removal, solid rock excavation, excessive amounts of common excavation, or any other costs due to unusual ground or topographic conditions. These items of cost will be at City expense. Construction costs of sidewalks have been spread over the entire project, with no attempt to compute the cost of localized construction to each property that the work abuts. Included in this project is construction of wheelchair ramps at four intersections downtown. These intersections are:

1. Third Street and Union Street
2. Third Street and Court Street
3. Third Street and Federal Street
4. Second Street and Union Street

Prepared on the above basis, the individual property costs were computed on an estimated \$17.6366 per frontage foot for sidewalks.

The preliminary report includes the name of the owner of the lot or tract, its description, and the estimated cost to each property.

ENGINEER'S ESTIMATE

<u>ITEM NO.</u>	<u>ESTIMATED QUANTITY</u>	<u>DESCRIPTION OF ITEM</u>	<u>UNIT PRICE</u>	<u>EXTENDED AMOUNT</u>
1	302 l.f.	Construct Curb	10.00/l.f.	\$ 3,020.00
2	740 s.y.	Construct new 5.0' sidewalk	24.00/s.y.	17,760.00
3	25 s.y.	Construct new sidewalk in driveway area	29.00/s.y.	725.00
4	44 s.y.	Construct new wheelchair ramps (4)	24.00/s.y.	1,056.00
5	107 s.y.	Remove existing curb & sidewalk, construct wheelchair ramps (12)	50.00/s.y.	<u>5,350.00</u>

Subtotal	\$27,911.00
+ 10% Contingency	<u>2,791.00</u>
	\$30,702.00
+ 12% Engineering & Administration	<u>3,684.00</u>
TOTAL ESTIMATED PROJECT COST	<u><u>\$34,386.00</u></u>

BASIS FOR ASSESSMENT

A. City Costs:

1. Remove existing curb and sidewalk, construct wheelchair ramps (12)
2. Construct curb for wheelchair ramps

B. Property Costs:

1. Street curb costs assessed direct to frontage
2. Construct new sidewalk and sidewalk in driveway area and wheelchair ramp costs assessed to frontage

METHOD OF COMPUTATION

A. Direct City Costs:

1.	202 l.f. of curb @ 10.00/l.f.	\$ 2,020.00
2.	107 s.y. of remove existing curb and sidewalk, construct wheelchair ramps @ 50.00/s.y.	<u>5,350.00</u>
	Subtotal	\$ 7,370.00
	+ 23.2%	<u>1,710.00</u>
	TOTAL CITY COSTS	\$ 9,080.00

B. Direct Property Costs:

100 l.f. of curb @ 10.00/l.f.	\$ 1,000.00
	+ 23.2% <u>232.00</u>
TOTAL DIRECT PROPERTY COSTS	\$ 1,232.00

1988 SIDEWALK PROJECT "A"
East 19th Street

The Dalles, Oregon
March 30, 1988
Page 4 of 5

C. Sidewalk Area Costs:

1.	740 s.y. sidewalk @ 24.00/s.y.	\$17,760.00
2.	25 s.y. sidewalk in driveway area @ 29.00/s.y.	725.00
3.	44 s.y. wheelchair ramps @ 24.00/s.y.	<u>1,056.00</u>
	Subtotal	\$19,541.00
	+ 23.2%	<u>4,533.00</u>
	TOTAL SIDEWALK AREA COSTS	\$24,074.00

1. Cost per front foot = $\frac{\$24,074.00}{1,365 \text{ l.f.}}$ = \$17.6366/ft.

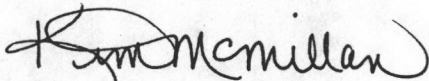
SUMMARY

A.	Direct City Costs	\$ 9,080.00
B.	Property Costs	
1.	Direct frontage	\$ 1,232.00
2.	Area	<u>24,074.00</u>
	TOTAL PROPERTY COSTS	<u>\$25,306.00</u>
	TOTAL ESTIMATED PROJECT COSTS	<u><u>\$34,386.00</u></u>

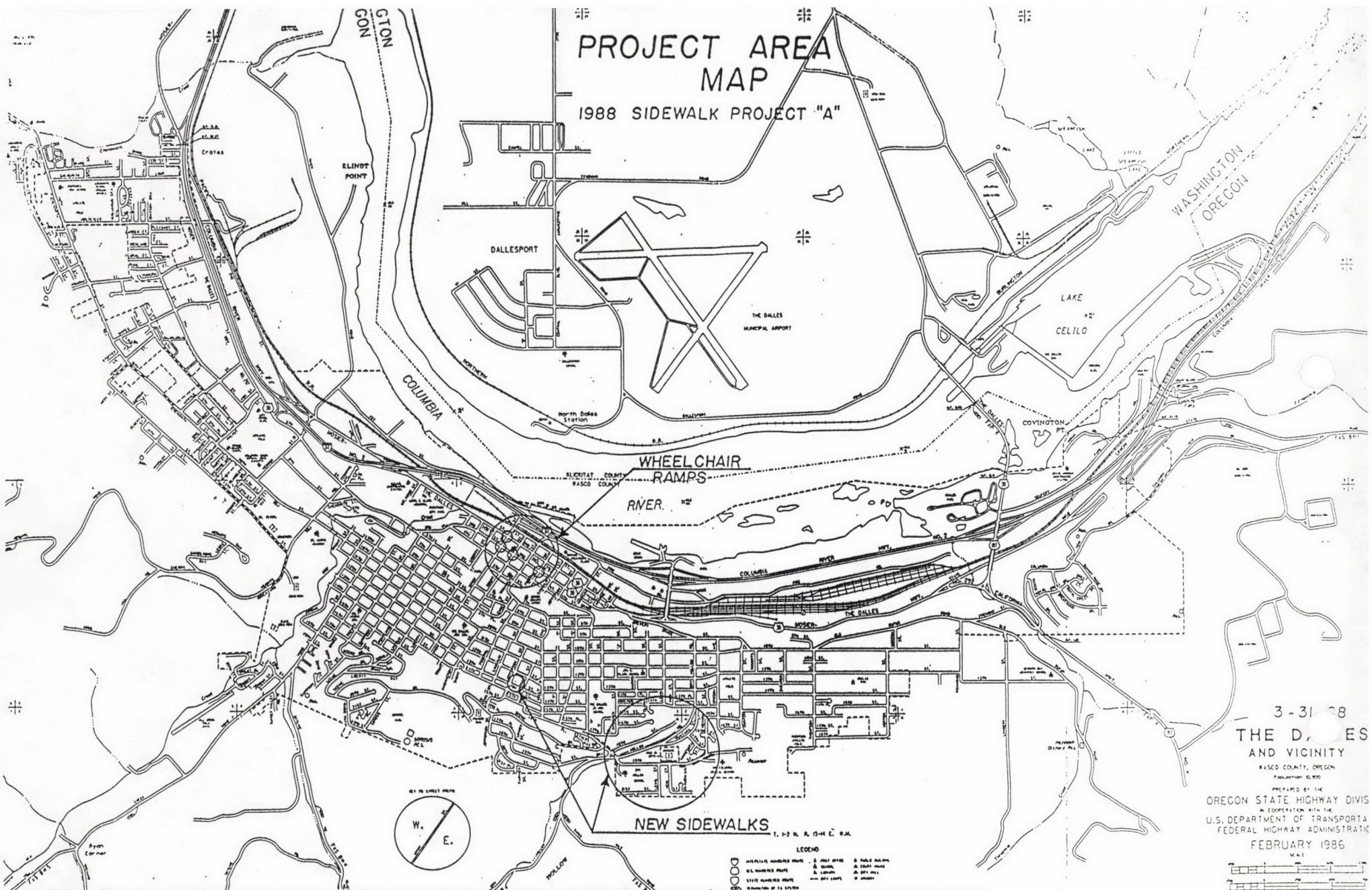
PROPOSED ASSESSMENTS

<u>OWNER & ADDRESS</u>	<u>DESCRIPTION OF PROPERTY</u>	<u>PROPOSED ASSESSMENT</u>
School District #12	1N 13E 10AD Tax Lot #2000 (Dry Hollow Ball Field)	\$ 4,935.69
Wasco Lodge AF-AM	1N 13E 11BB Tax Lot #900 (Masonic Cemetery)	5,290.99
Joseph & Dorothy Bateman 1119 Pomona W The Dalles, OR 97058	1N 13E 11BC Tax Lot #1102	2,063.49
The Dalles General Hospital	1N 13E 11BC Tax Lot #100 (MCMC)	6,596.10
The Dalles General Hospital	1N 13E 11BC Tax Lot #101	2,116.40
Bud & Gwen Morgan 1726 E 17th Street The Dalles, OR 97058	1N 13E 11BC Tax Lot #102	3,421.51
Gilberto & Joan Zapien 604 E 13th Street The Dalles, OR 97058	1N 13E 3CD Tax Lot #14100	881.83
TOTAL PROPOSED ASSESSMENTS		<u>\$25,306.00</u>

Respectfully submitted,

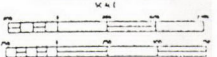


Kim S. McMillan
Asst. to the City Engineer



3-31-88
THE DALLES
AND VICINITY
RASCO COUNTY, OREGON
POPULATION 10,000

PREPARED BY THE
OREGON STATE HIGHWAY DIVISION
IN COOPERATION WITH THE
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
FEBRUARY 1986



Wheelchair Ramps
at Intersections
of:

1. 3rd & Union
2. 3rd & Court
3. 3rd & Federal
4. 2nd & Union

New Sidewalks:

1. IN 13E 10AD
Tax Lot #2000
(Dry Hollow Ball
Field)
2. IN 13E 11BB
Tax Lot #900
(Masonic Cemetery)
3. IN 13E 11BC
Tax Lot #1102
(Bateman Property)
4. IN 13E 11BC
Tax Lot #100
(MCMC)
5. IN 13E 11BC
Tax Lot #101
(MCMC)
6. IN 13E 11BC
Tax Lot #102
(Morgan Property)
7. IN 13E 3CD
Tax Lot #14100
(Zapfen Property)

Exhibit A

RESOLUTION NO. 88 - 19

A RESOLUTION APPOINTING CITY CLERK PRO TEM

WHEREAS, Barbara Schroeder is the City Clerk; and

WHEREAS, there is a need to have someone available who can sign for the City Clerk when she is not available; and

WHEREAS, Joanet Gray is currently the office supervisor of the Finance Department; and

WHEREAS, the City Council deems it in the best interest of the City to appoint Joanet Gray as City Clerk pro tem with authority to sign such documents as the City Clerk would normally sign;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL:

Section 1. Appointment.

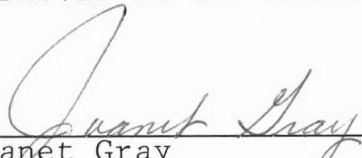
Joanet Gray is hereby appointed City Clerk pro tem with authority to sign such documents as are appropriate for the City Clerk to attest.

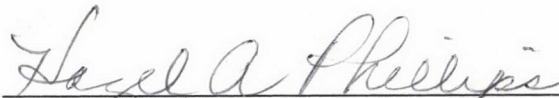
DONE AND DATED THIS 18TH DAY OF APRIL, 1988.

Voting Yes, Councilmembers:	<u>PROBSTFIELD, CLARK, SPADT, WILL AND PHILLIPS</u>
Voting No, Councilmembers:	<u>NONE</u>
Absent, Councilmembers:	<u>NONE (PHILLIPS ACTING MAYOR IN ABSENCE OF MAYOR MABREY)</u>
Abstaining, Councilmembers:	<u>NONE</u>

AND APPROVED BY THE ACTING MAYOR THIS 18TH DAY OF APRIL, 1988.

ATTEST:


Joanet Gray
City Clerk pro tem


Hazel Phillips, Acting Mayor



RESOLUTION 88 - 18

A RESOLUTION TO ACT

WHEREAS, the Lease Agreement entered into on July 1, 1985, between the City of The Dalles, as lessor, and Northern Wasco County Parks and Recreation District, as lessee, contains a requirement in Section 5 that the District provide fire insurance on all leased property; and

WHEREAS, the District has been unable to obtain fire insurance on the Civic Auditorium which provides an appropriate level of coverage at a reasonable price; and

WHEREAS, the City of The Dalles and Northern Wasco County Parks and Recreation District desire to provide for fire insurance protection for the Civic Auditorium at a price which will allow the District to utilize the funds saved to accomplish additional repairs in its continued revitalization of the Civic Auditorium; and

WHEREAS, the City Council has determined that authorizing acceptance of the Lease Amendment, which is attached and made a part hereof, is in the best interest of the City. NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL:

Section 1. Lease Amendment Approved.

The Parks and Recreation Property Lease Amendment between the City of The Dalles and Northern Wasco County Parks and Recreation District amending the fire insurance requirements on the Civic Auditorium is hereby accepted and approved.

Section 2. Officers to Act.

The Mayor, City Clerk and such other officers and employees of the City of The Dalles are hereby authorized to sign the Parks and Recreation Property Lease Amendment and to do such other acts as are necessary and property.

Section 3.

The City Council hereby expresses its appreciation to and support of the District in its continuing efforts to completely repair and revitalize the Civic Auditorium and urges all citizens and all organizations of the community to do everything they can to assist the District in achieving this goal.

DONE AND DATED THIS 18TH DAY OF APRIL, 1988.

Voting Yes, Councilmembers:	<u>PROBSTFIELD, CLARK, WILL, SPADT AND PHILLIPS</u>
Voting No, Councilmembers:	<u>NONE</u>
Absent, Councilmembers:	<u>NONE (PHILLIPS ACTING MAYOR IN ABSENCE OF MABREY)</u>
Abstaining, Councilmembers:	<u>NONE</u>

AND APPROVED BY THE ACTING MAYOR THIS 18TH DAY OF APRIL, 1988.

ATTEST:

Joan Gray
Jo Gray, City Clerk pro tem

Hazel Phillips
Hazel Phillips, Acting Mayor

PARK AND RECREATION PROPERTY LEASE AMENDMENT

Parties:

Lessor: THE CITY OF THE DALLES, an Oregon
Municipal Corporation

Lessee: NORTHERN WASCO COUNTY PARKS
AND RECREATION DISTRICT

W I T N E S S E T H :

WHEREAS, the Lease Agreement entered into on July 1, 1985,
between the parties contains a requirement in Section 5 that the
District provide fire insurance on all leased property; and

WHEREAS, the District has been unable to obtain fire insurance on
the Civic Auditorium which provides an appropriate level of coverage
at a reasonable price; and

WHEREAS, the parties desire to provide for fire insurance
protection for the Civic Auditorium;

NOW, THEREFORE,

The parties agree to amend Section 5 of said Lease to read as
follows:

SECTION 5. INSURANCE

Fire Insurance. With the exception of the
lease property commonly known as the Civic
Auditorium, District shall have the total
responsibility for insuring all the leased
property at District's expense against fire and
other risks covered by a standard fire insurance
policy for its full insurable value with an
endorsement for extended coverage. District's
insurance policy shall include the City on a loss
payable clause, with copies furnished to the City.

Fire insurance on the Civic Auditorium shall be provided by the City as an addition to the City's fire insurance policy. The additional expense to the City of said fire insurance on the Civic Auditorium shall be the total responsibility of the District and shall be reimbursed to the City upon presentation of a bill to the District by the City. As to the Civic Auditorium, the parties agree to waive the right of subrogation against each other.

DATED this _____ day of April, 1988.

CITY OF THE DALLES

By: Hazel A. Phillips
Hazel Phillips, Acting Mayor

Attest: Joan Gray
Jo Gray, City Clerk pro tem

NORTHERN WASCO COUNTY PARKS
AND RECREATION DISTRICT

By: _____

RESOLUTION 88 - 17

A RESOLUTION APPROVING EXECUTION OF A PERMIT
TO REMOVE VEGETATION FROM THE CITY OF
THE DALLES TO TOM MAY

WHEREAS, at the City Council meeting of March 7, 1988, the Council authorized the City Clerk to call for bids for a Permit to Remove Vegetation on The Dalles Municipal Airport property; and

WHEREAS, Tom May, 5650 Eight Mile Road, The Dalles, Oregon 97058, was the high bidder for the Permit; and

WHEREAS, it is in the public interest to execute the Permit from the City of The Dalles to Tom May for vegetation removal on the Airport property; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL:

Section 1: Permit Approved.

The Permit from the City of The Dalles to Tom May for vegetation removal on the Airport property is hereby accepted and approved.

Section 2: Officers to Act.

The Mayor, City Clerk and such other officers and employees of the City of The Dalles are hereby authorized to sign the Permit to Remove Vegetation and to do such other acts as are necessary and proper.

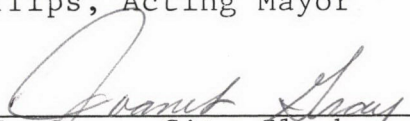
DONE AND DATED THIS 18TH DAY OF APRIL, 1988.

Voting Yes, Councilmembers:	CLARK, WILL, SPADT, PROBSTFIELD AND PHILLIPS
Voting No, Councilmembers:	NONE
Absent, Councilmembers:	NONE (PHILLIPS ACTING MAYOR IN ABSENCE OF MAYOR MABREY)
Abstaining, Councilmembers:	NONE

AND APPROVED BY THE ACTING MAYOR THIS 18TH DAY OF APRIL, 1988.



Hazel Phillips, Acting Mayor

ATTEST: 

Jo Gray, City Clerk pro tem
Page 1 of 1 - RESOLUTION



PERMIT TO REMOVE VEGETATION

This Agreement is made and entered into this 18th day of April, 1988, at The Dalles, Oregon, by and between the City of The Dalles, a municipal corporation of the State of Oregon, hereinafter called CITY, and Tom May, 5650 Eight Mile Road, The Dalles, Oregon 97058, hereinafter, PERMITTEE.

In return for the mutual promises and covenants contained herein, CITY and the PERMITTEE are firmly bound to one another as follows:

DEFINITIONS: As used in this agreement terms shall be given the meanings assigned by this section and no other unless the context clearly indicates to the contrary. Terms not defined in this agreement shall be given their common usage meaning.

"Airport" shall mean the City of The Dalles Municipal Airport, Dallesport, Washington.

"Airport Manager" shall mean the City's duly appointed Airport Manager or his designee when acting on behalf of the City.

"Airport Operations" shall mean all activities related to the launch, recovery, maintenance, repair, storage, management and control of aircraft including ground operations such as taxiing, fueling, passenger loading and engine runups. Operations also include communication with aircraft and ground support personnel by voice, radio, telephone, lights or sound.

"Airport User" shall mean any member of the public lawfully upon the airport property engaged in an activity permitted by the City.

"City" shall mean the City of The Dalles.

"City Manager" shall mean the City Manager of the City of The Dalles or his designee or assistant.

"State" shall mean both the State of Oregon and the State of Washington unless one or the other is specifically designated.

"Vegetation" shall mean all annual and perennial shrubs, grasses, sedges, plants and trees and their parts, whether living or dead.

PURPOSE OF AGREEMENT. The principal purpose of the CITY in granting this permit is to provide for the control of vegetation harboring birds and obstructing vision at its airport. The principal purpose of the PERMITTEE is to obtain vegetable matter which it deems suitable for animal feed from the Airport for its use or for sale to others.

PERMIT GRANTED. In return for a permit fee paid, the City of The Dalles hereby grants the undersigned PERMITTEE the right to go upon its lands at the Airport which are designated by a red outline in Exhibit A to this agreement to cut and remove vegetation for a period commencing with the signing of this permit by both parties and lasting through December 31, 1988. PERMITTEE shall close all gates behind it which it was necessary for it to open to gain access to said lands.

METHOD OF CUTTING. PERMITTEE may cut vegetation by hand or by any mechanical method provided that such method does not remove vegetation in such a manner as to loosen or disturb the soil or cause or contribute to soil erosion by wind or water. The PERMITTEE shall be solely responsible for requesting and making certain that electrical power to all overhead and subsurface power lines has been shut off prior to cutting in proximity to the lines. PERMITTEE shall take special care to avoid damage to fixtures and improvements and shall be liable for the cost of repair in the event of damage. PERMITTEE shall be solely responsible to locate and mark or remove any obstruction in the cutting area that may interfere with the

operation of its equipment or cause injury or damage to persons or objects nearby if passed over by PERMITTEE's equipment. Cutting shall be as frequent as deemed feasible by PERMITTEE but not less than twice per year, once in the spring and once in the fall.

REMOVAL. All vegetation cut shall become the property of the PERMITTEE and shall be removed from the Airport within 48 hours unless baled or authorized in advance in writing by the CITY to be fed in conjunction with the CITY's grazing permit issued for an adjoining portion of the Airport. Bales may be stored upon the Airport at a location designated by the Airport Manager provided that the bales are stored in a fire safe manner in an area that does not interfere with airport operations. All bales shall be removed at least thirty (30) days prior to Permit expiration. Risk of loss of stored materials shall be solely upon PERMITTEE.

OPERATION OF VEHICLES AND MACHINERY. All vehicles and machinery shall be operated in a safe manner. No vehicle or machinery shall be operated upon any runway, taxiway or ramp being used for aircraft operation without the permission of and prior notification to the Airport Manager. No vehicle or machinery shall be operated by the PERMITTEE across or upon any runway, taxiway or ramp except upon haul routes approved in advance by the Airport Manager. All material upon vehicles or machinery shall be secured so as not to be deposited upon any runway, taxiway or ramp surface. PERMITTEE shall immediately remove any object or debris deposited by a machine or vehicle or its tires upon any surface used for operation of aircraft. No vehicle or machinery shall be stopped or parked on a runway or taxiway or within 150' to either side of a runway or 1000' from the end of a runway. Vehicles or machinery may be stored upon a ramp or in the airport parking area in a location approved by the Airport Manager. The risk

of damage or injury to any stored equipment or vehicle shall be solely upon the PERMITTEE.

FIRE PRECAUTIONS. PERMITTEE shall fuel and operate all equipment in a fire safe manner. Any vehicle equipped with a catalytic converter in its exhaust system shall be equipped with a water or chemical spray fire extinguisher suitable for use on grass fires. If vehicles using catalytic converters are used, a fire watch shall be maintained for thirty (30) minutes after equipment operation ceases. A similar fire watch shall be maintained if PERMITTEE or its employees smoke while working. No smoking shall be allowed when refueling, within 50 feet of an aircraft, within 100 feet of a fuel storage or dispensing facility or its vents or intake or within any designated no smoking area indicated by signs or markings.

LIMITATIONS ON CUTTING. PERMITTEE shall use good husbandry and farming practices in determining when to cut and the length of stubble. Any recommendations of the United States Department of Agriculture Soil Conservation Service shall be considered conclusive as to the standard for good farming practices.

LEVELING AND RESEEDING. PERMITTEE may level and reseed areas open to cutting. PERMITTEE shall consult with the Airport Manager prior to leveling or plowing. Leveling and plowing shall be accomplished in such a manner as not to create dust or wind erosion. Reseeding shall be with suitable plant types recommended by the Soil Conservation Service and approved by the City Manager. Approval may be withheld if the plants to be seeded would increase bird or animal populations close upon the Airport, fail to hold soil and moisture to the extent of existing types or obscure the view of navigation and safety devices.

NO ASSIGNMENT OR TRANSFER. This permit is not a lease and does not entitle the PERMITTEE to occupy any portion of the Airport except temporarily for the purpose of cutting, removing and reseeding vegetation. This permit is nontransferable and non-assignable. Any attempt to transfer or assign it without the written consent of the City shall render the permit void and forfeit any permit fee paid.

FEE. PERMITTEE shall pay to the City Treasurer a permit fee in the amount of \$55.00.

INSURANCE. PERMITTEE shall maintain liability insurance in the amount of \$1,000,000. Such insurance shall cover both personal injury and property damage and shall include liability for vehicle operations. PERMITTEE shall name the CITY as an additional insured and the policy shall provide not less than ten (10) days cancellation notice to the CITY. Failure to maintain insurance coverage and to provide the CITY with satisfactory evidence of insurance shall be grounds to revoke this permit.

CLAIMS. PERMITTEE covenants and agrees that PERMITTEE will make no claim or complaint, nor institute any suit or action against the CITY for damage, injury, disturbance of possession, inconvenience or wrong of any type whatsoever on account of CITY's airport operations or on account of the use and occupancy by CITY and its tenants or authorized representatives of said airport property or due to conditions existing upon the premises described herein, and the PERMITTEE hereby specifically releases and discharges the CITY, its authorized representatives and tenants from any such liability, responsibility or obligation on account of any of the foregoing.

TERMINATION FOR CONVENIENCE. This permit may be terminated by the CITY upon thirty (30) days written notice mailed to the PERMITTEE

at his last known address. Upon such termination PERMITTEE shall be entitled to a pro rata refund of the permit fee only as full compensation for any damages. The CITY reserves the right to partially terminate the permit through a reduction of the permitted area upon thirty (30) days written notice to the PERMITTEE. Such reduction shall be made when necessary to accommodate new or existing Airport facilities, including but not limited to hangars, terminals, offices, access roads, navigation or utility facilities, runways or taxiways. Such a partial termination shall entitle the PERMITTEE to a pro rata fee reduction based upon area and number of cuttings deleted.

TERMINATION FOR DEFAULT. The performance of all duties and obligations hereunder by the PERMITTEE are deemed to be material. Failure of the PERMITTEE to perform any obligation hereunder shall be deemed a breach of this permit which shall entitle the CITY to terminate and revoke the permit immediately. Upon termination PERMITTEE shall have ten (10) days in which to remove any property from the Airport. PERMITTEE shall not be entitled to recover any part of its permit fee. In addition, the CITY shall be entitled to pursue any other remedy it may have for damage, contribution or indemnity against the PERMITTEE. Failure of the CITY to invoke this provision in any instance of violation of the terms of the permit shall not constitute a waiver of any subsequent violation or breach.

INTEGRATION. This writing represents the full agreement of the parties thereto and neither has been induced to sign it by any representation not appearing in the permit.

PERMITTEE TO OBEY ALL LAWS. PERMITTEE shall obtain all licenses and permits required by any governmental agency and pay all taxes and

fees incurred by reason of its operation at the Airport. PERMITTEE shall observe all federal, state and local laws, ordinances and regulations pertaining to its operations under this Permit. In particular, PERMITTEE shall comply with all requirements of the Klickitat County Noxious Weed Control Board regarding noxious vegetation control.

SIGNED: _____
Tom May Permittee

SIGNED: _____
Hazel Phillips
Acting Mayor

ATTEST: _____
Jo Gray
City Clerk pro tem

RESOLUTION 88 - 16

A RESOLUTION APPROVING EXECUTION OF
A GRAZING PERMIT FROM THE CITY OF
THE DALLES TO TOM MAY

WHEREAS, at the City Council meeting of March 7, 1988, the Council authorized the City Clerk to call for bids for a Grazing Permit (hereinafter Permit) on The Dalles Municipal Airport property; and

WHEREAS, Tom May, 5650 Eight Mile Road, The Dalles, Oregon 97058, was the high bidder for the Permit; and

WHEREAS, it is in the public interest to execute the Permit from the City of The Dalles to Tom May for grazing on the Airport property; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL:

Section 1: Permit Approved.

The Permit from the City of The Dalles to Tom May for grazing on the Airport property is hereby accepted and approved.

Section 2: Officers to Act.

The Mayor, City Clerk and such other officers and employees of the City of The Dalles are hereby authorized to sign the Grazing Permit and to do such other acts as are necessary and proper.

DONE AND DATED THIS 18TH DAY OF APRIL, 1988.

Voting Yes, Councilmembers: CLARK, WILL, PROBSTFIELD, SPADT AND PHILLIPS
Voting No, Councilmembers: NONE
Absent, Councilmembers: NONE (PHILLIPS ACTING MAYOR IN ABSENCE OF MAYOR MABREY).
Abstaining, Councilmembers: NONE

AND APPROVED BY THE ACTING MAYOR THIS 18TH DAY OF APRIL, 1988.

Hazel A Phillips
Hazel Phillips, Acting Mayor

ATTEST: Jo Gray
Jo Gray, City Clerk pro tem
Page 1 of 1 RESOLUTION



GRAZING PERMIT

THIS AGREEMENT made as of April 18, 1988, between the CITY OF THE DALLES, a municipal corporation of the State of Oregon, herein called CITY, and Tom May, 5650 Eight Mile Road, The Dalles, Oregon 97058, herein called PERMITTEE.

In consideration of the fees, covenants and agreements hereinafter specified to be paid, kept and performed by the PERMITTEE, the CITY grants a permit to the PERMITTEE for grazing of the following described premises located in Klickitat County, Washington, being a part of the City of The Dalles Municipal Airport:

(The legal description of the property is contained in Exhibit A, attached hereto.)

1. DEFINITIONS: As used in this agreement terms shall be given the meanings assigned by this section and no other unless the context clearly indicates to the contrary. Terms not defined in this agreement shall be given their common usage meaning.

"Airport" shall mean the City of The Dalles Municipal Airport, Dallesport, Washington.

"Airport Manager" shall mean the City's duly appointed Airport Manager or his designee when acting on behalf of the City.

"Airport Operations" shall mean all activities related to the launch, recovery, maintenance, repair, storage, management and control of aircraft including ground operations such as taxiing, fueling, passenger loading and engine runups. Operations also include communication with aircraft and ground support personnel by voice, radio, telephone, lights or sound.

"Airport User" shall mean any member of the public lawfully upon the airport property engaged in an activity permitted by the City.

"City" shall mean the City of The Dalles.

"City Manager" shall mean the City Manager of the City of The Dalles or his designee or assistant.

"State" shall mean both the State of Oregon and the State of Washington unless one or the other is specifically designated.

2. TERM. The term of this permit shall begin when signed by both parties and shall end on the 31st day of December, 1988.

3. FEE. The PERMITTEE agrees to pay to the CITY at The Dalles, Oregon, a sum of money equal to \$6.10 per animal unit month (AUM) for each animal unit month allowed by the CITY. The number of AUM to be allowed shall be determined by the CITY using Soil Conservation Service guidelines. The PERMITTEE agrees to pay the fee computed to the CITY on or before May 1, 1988.

4. USE AND CONDITION. The PERMITTEE is granted the right to use the premises only for the purpose of grazing and pasturing cattle, and shall use the premises in accordance with standard practices of husbandry in the vicinity. PERMITTEE covenants and agrees that PERMITTEE will abide by all local, state and federal laws, regulations and ordinances in the conduct of the grazing operation and the use of the premises. In particular, PERMITTEE shall comply with all requirements of the Klickitat County Noxious Weed Control Board regarding noxious vegetation control. The PERMITTEE further covenants and agrees that PERMITTEE has examined and knows the condition of the premises and that no representation as to condition or repair thereof has been made by the CITY prior to or at the execution of this permit.

5. REPAIRS AND ALTERATIONS. Except as to fence repair and replacement, PERMITTEE shall make no repairs, alterations or improvements to the premises without first obtaining the written consent of the CITY, and then only upon the conditions then specified

in writing by the CITY. Improvement made with CITY consent shall be removed on demand of the CITY. All improvements shall become the property of the CITY without cost to the CITY or any adjustment to fees unless otherwise agreed in writing.

6. INSURANCE. PERMITTEE shall carry a policy of landlord and tenant liability insurance indemnifying and saving harmless the CITY from any and all loss, claims or liability arising out of the use and operation of the premises in the amount of \$1,000,000 personal injury and property damage coverage, and shall furnish to the CITY a certificate of the insurance carrier to the effect that such insurance is in force and will not be cancelled on less than ten (10) days' notice. The CITY shall be a named insured in said policy.

7. EXPIRATION. At the expiration of the term of this permit or upon any sooner termination thereof, PERMITTEE will quit and deliver up the premises without cost to the CITY peaceably, quietly and in as good condition as the same now are or may hereafter be placed, reasonable use and wear thereof and loss and damage by fire and other casualty alone excepted. Any improvements constructed by the PERMITTEE shall become the property of the CITY at no expense to the CITY unless otherwise agreed in writing.

8. LIENS. In making any improvements, repairs, or alterations upon the premises, PERMITTEE will not permit, allow nor suffer any laborers, mechanics or material men's liens to attach to the premises by reason thereof nor will the PERMITTEE permit, suffer or allow any lien of whatsoever kind or nature to attach to the premises on account of any claim against the PERMITTEE. PERMITTEE shall be liable for the cost of removing and disposal of any unauthorized and unwanted improvement, trash, debris, rubbish or other thing left upon the premises at termination unless placed there by the CITY.

9. ASSIGNMENT. The PERMITTEE shall not assign or transfer this permit, nor any interest therein, nor any part thereof, without first obtaining the written consent of the CITY, nor may this permit be assigned by operation of law, and in such event, the CITY shall immediately have the right of reentry.

10. INSPECTION. The CITY shall have the right any time to go upon the premises to examine the condition thereof and to make any tests or examinations as it may from time to time desire.

11. FENCES. The PERMITTEE will maintain and keep in good condition and state of repair all existing fences surrounding the CITY's grazing property at the Airport. The PERMITTEE will do this work in such a manner that 4-strand barbed wire fences sufficient to keep livestock from the CITY's other Airport premises and runways, together with natural conditions of the ground to keep livestock from the other portions of the airport and runways shall exist in good repair at all times during the term of this permit. The PERMITTEE shall at no cost to the CITY install 1,320 feet of new fencing in locations designated by the CITY upon or surrounding the permitted property. Materials to be used shall be 4-strand barbed wire and heavy weight steel posts spaced at 16 foot intervals. Notwithstanding any other provision of this permit, if any livestock owned by PERMITTEE or upon the premises covered by this permit with the consent of the PERMITTEE shall gain access to any City Airport taxiway, ramp or runway, this permit shall be automatically terminated and PERMITTEE shall not be entitled to reimbursement of any prepaid fees.

12. WELL ACCESS. PERMITTEE understands and agrees that it does not and shall not have access to the existing well on the grazing property.

13. RETAKING PREMISES. In the event the CITY at any time should find it necessary and desirable for any reason to terminate this permit as to the premises herein described or any portion thereof, then in such event this permit may be cancelled and terminated as to the entire premises or that portion thereof which the CITY designates, by the CITY giving the PERMITTEE thirty (30) days written notice to remove from the premises. In such event the PERMITTEE covenants and agrees to quit and deliver up possession of the premises within the time specified in the notice, and agrees that this permit shall then be null and void and of no further force and effect as to the premises or portion thereof retaken, except as to any rights or remedies otherwise herein reserved to the CITY. PERMITTEE further covenants and agrees that it shall have no further rights, claims, privileges or demands hereunder except that it is understood and agreed that CITY will refund to the PERMITTEE any prepaid fee pro rata for the remaining portion of the period computed from the day the PERMITTEE gives up possession. PERMITTEE further covenants that by virtue hereof it expressly waives any notice provisions for grazing contracts provided by law and that the method of termination herein provided for shall be exclusive.

14. TERMINATION BY PERMITTEE. In the event the PERMITTEE at any time should find it necessary and desirable for any reason to terminate this permit as to the premises herein described, then in such event this permit may be cancelled and terminated as to the premises by the PERMITTEE giving the CITY sixty (60) days written notice that he will remove from the premises, and this permit shall then terminate and be of no further force or effect, but the PERMITTEE shall not be entitled to any rebate of fees on account thereof.

15. CLAIMS. PERMITTEE covenants and agrees that PERMITTEE will make no claim or complaint, nor institute any suit or action against the CITY for damage, injury, disturbance of possession, inconvenience or wrong of any type whatsoever on account of CITY's airport operations or on account of the use and occupancy by CITY and its tenants or authorized representatives of said airport property or due to conditions existing upon the premises described herein, and the PERMITTEE hereby specifically releases and discharges the CITY, its authorized representatives and tenants from any such liability, responsibility or obligation on account of any of the foregoing.

16. DEFAULT. Time and strict performance of every covenant and condition of this permit are declared to be the essence of this permit agreement and these presents are upon the condition that if the PERMITTEE shall be in arrears in payment of fee twenty (20) days past the day when the same is due, or if the PERMITTEE shall fail or neglect to do or perform or observe any of the covenants, promises and conditions contained herein on PERMITTEE's part to be kept and performed, or if the PERMITTEE shall be declared bankrupt or insolvent, according to law, or if any assignment of PERMITTEE's property shall be made for benefit of creditors, then in any of said cases or events, the CITY may lawfully at its option without further demand or notice enter into and open the premises or any part thereof and, in the name of the whole, repossess the same of its former estate and expel the PERMITTEE and those claiming by, through and under the PERMITTEE and remove its effects, forcibly if necessary, without being deemed guilty of trespass and without prejudice to any remedy which might be used for collection or arrears of fees or preceding breach of covenant.

17. WAIVER. Any waiver by the CITY of any breach by the PERMITTEE shall not be construed as a waiver of any subsequent or

other breach nor a continuing waiver, nor shall it bar strict enforcement of all the provisions of the permit thereafter.

18. NOTICE. Any notice to be given the PERMITTEE under the terms of this agreement shall be sufficient if sent by regular U. S. Mail to:

PERMITTEE

Tom May
5650 Eight Mile Road
The Dalles, Oregon 97058

CITY

City Manager
City Hall
The Dalles, Oregon 97058

19. COSTS. In the event it is necessary to employ attorneys to enforce any of the terms or conditions of this permit or to obtain any remedy which it may have at law or equity against the PERMITTEE arising therefrom, PERMITTEE covenants and agrees to pay to the CITY reasonable costs and attorney's fees as set by the Court in any action, suit or proceeding.

This agreement shall be binding upon the heirs, personal representatives, successors and assigns of the parties.

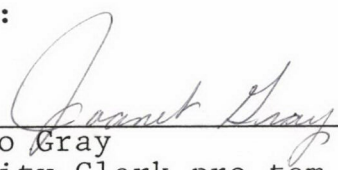
The parties have executed this lease as of the day and year first above written.

CITY OF THE DALLES, a Municipal
Corporation of the State of Oregon

By: _____
Hazel Phillips, Acting Mayor

ATTEST:

By:


Jo Gray
City Clerk pro tem

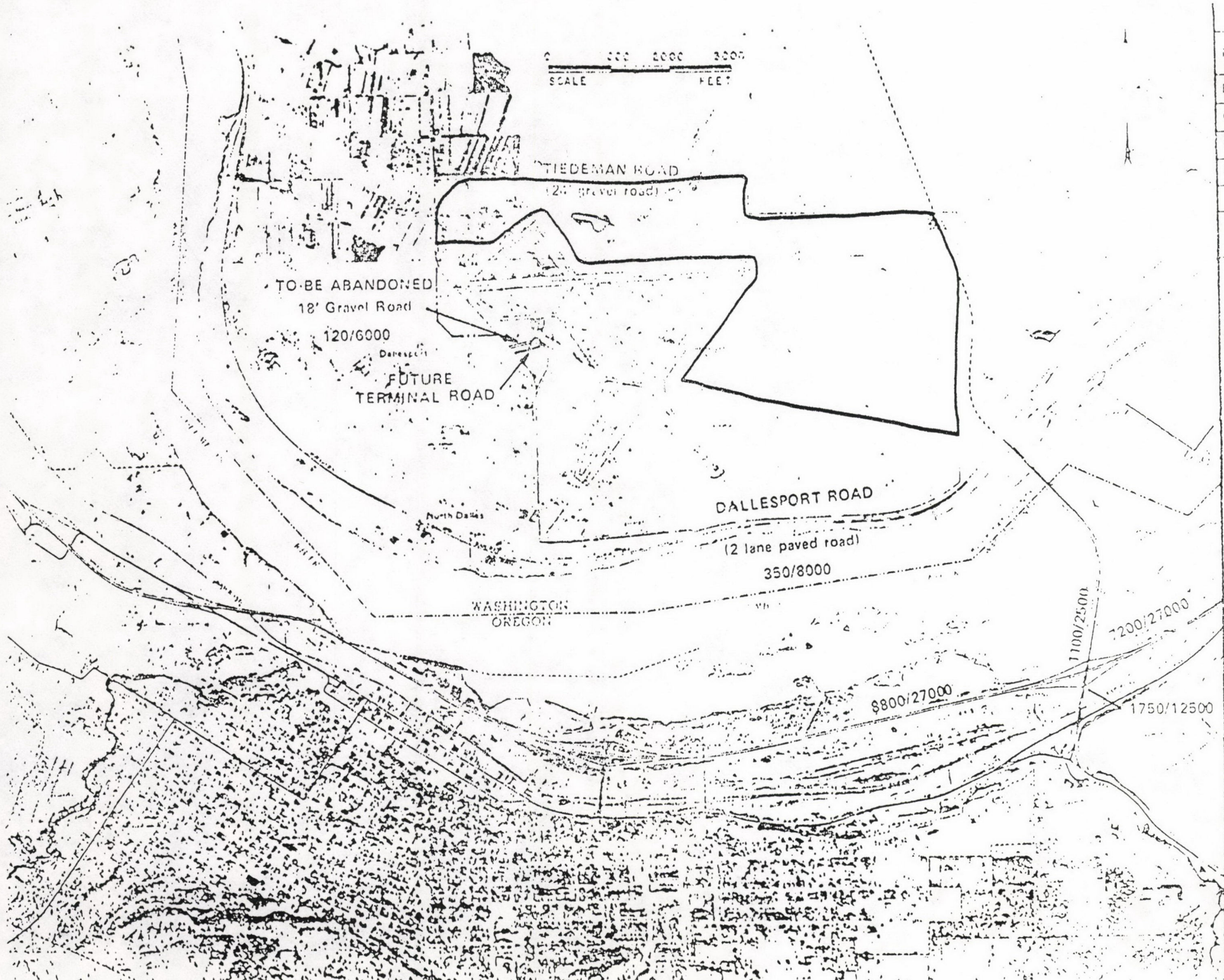
By: _____
Tom May, Permittee

EXHIBIT "A"

PASTURE TRACT

A tract of land in Sections 26, 27, 28, 34 and 35, T. 2 N., R. 13 E., W.M. in County of Klickitat, State of Washington, more particularly described as follows:

Beginning at a point 664 feet West of the section corner common to said Sections 26, 27, 34 and 35; thence S. $10^{\circ} 00'$ W. 530 feet; thence S. $39^{\circ} 00'$ W. approx. 690 feet; thence S. $56^{\circ} 00'$ E. 1240 feet; thence S. $65^{\circ} 09'$ E. 1423 feet; thence S. $85^{\circ} 30'$ E. approx. 1470 feet to its intersection with the north right-of-way line of the Klickitat County Dallesport East Road No. 172; thence easterly tracing the northerly line of said Dallesport East Road No. 172 to its intersection with the North-South centerline of said Section 35; thence North along the centerline of said Section 35 to its intersection with the westerly right-of-way line of U.S. Highway No. 197 (The Dalles Bridge Approach Road); thence northerly along the westerly line of said U.S. Highway No. 197 to the East-West centerline of the south half of the southwest quarter of said Section 26; thence West 2805.18 feet; thence North 663 feet; thence West 960 feet to the South right-of-way line of the Klickitat County Road No. 30; thence westerly tracing said right-of-way line, 3724 feet to the point of curvature of a 9° curve to the left; thence tracing said right-of-way line along the 9° curve to the left through a central angle of approx. 90° , a distance of 955 feet to the point of tangency of said curve; thence South 370 feet; thence S. $84^{\circ} 00'$ East 970 feet; thence North $55^{\circ} 00'$ 1010 feet; thence South $35^{\circ} 25'$ E. 880 feet; thence South $89^{\circ} 30'$ East 3020 feet to the point of beginning.



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RESOLUTION NO. 88- 15

A RESOLUTION AUTHORIZING CITY OFFICERS TO ACT

WHEREAS, the City of The Dalles has prepared a preapplication to the Oregon Community Development Program, Economic Development Department, of the State of Oregon for a grant of \$500,000; said funds to be loaned to a new industry at Port of The Dalles Industrial Center;

WHEREAS, the proposed funding is essential for the project; and

WHEREAS, it is in the public interest to sign the preapplication form.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF THE DALLES DOES RESOLVE AS FOLLOWS:

Section 1. Applications Approved

The Oregon Community Development Program, Economic Development Department preapplication of \$500,000, is hereby approved by the City of The Dalles.

Section 2. Public Hearing Set

A public hearing is set for April 18, 1988, to consider the final application.

Section 3. Officers to Act

The Mayor and other officers and employees of the City of The Dalles are hereby authorized and instructed to sign the economic development preapplication on behalf of the City and to do such other acts as are necessary and proper.

DONE AND DATED THIS 4th DAY OF APRIL, 1988.

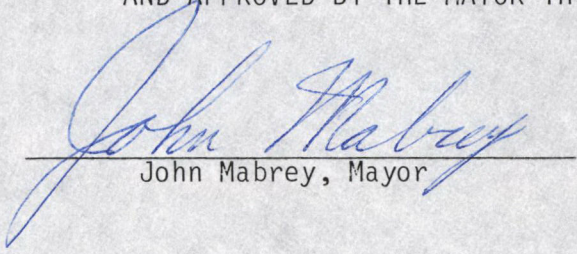
Voting Yes, Councilmembers: CLARK, WILL, PROBSTFIELD, SPADT AND PHILLIPS

Voting No, Councilmembers: NONE

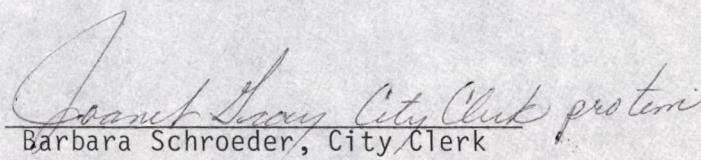
Absent, Councilmembers: NONE

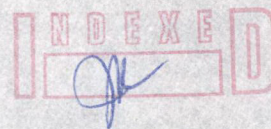
Abstaining, Councilmembers: NONE

AND APPROVED BY THE MAYOR THIS 4th DAY OF APRIL, 1988.


John Mabrey, Mayor

ATTEST:


Barbara Schroeder, City Clerk



RESOLUTION NO. 88 - 14

A RESOLUTION ASSESSING CERTAIN LOTS AND TRACTS
OF LAND WITHIN THE CITY OF THE DALLES FOR THE
COST OF WEED ABATEMENT NUISANCES IN 1987

WHEREAS, the City Council heretofore let a contract to perform the 1987 Weed Abatement program and has given notice of proposed assessments to the affected property owners and held a hearing on said proposed assessments on April 4, 1988, all as provided by law; and

WHEREAS, the Weed Abatement contract has been completed at a cost of \$940.00 which has been made to the contractor and which is to be divided and assessed among the properties, lots, and tracts of land which were cleared of weed and debris; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF THE DALLES
RESOLVES THAT:

Section 1. Assessment.

The cost of the 1987 Weed Abatement program assessable to the properties, lots, and tracts of land which were cleared is assessed upon each property, lot, or tract as set out in the assessment roll as follows:

<u>Owner and Address</u>	<u>Legal Property Description</u>	<u>Final Assessment</u>
Crookston/Sharpe P. O. Box 857 The Dalles, OR 97058	2N 13 33D TL 3300-3400	\$ 30.00
Garry Taylor 1510 East 14th The Dalles, OR 97058	1N 13 4AD TL 16000	45.00
Fred Wendt 118 West 12th The Dalles, OR 97058	1N 13 4DA TL 10600	25.00
KODL Broadcasting P. O. Box 741 The Dalles, OR 97058	1N 13 9 TL 1800	135.00

<u>Owner and Address</u>	<u>Legal Property Description</u>	<u>Final Assessment</u>
Lynn Russell 213 East 13th The Dalles, OR 97058	1N 13 4DD TL 900	\$ 20.00
W. Westphal c/o Joe Stewart 2400 Fairview The Dalles, OR 97058	1N 13 4DD TL 100	10.00
Ellen Badley 7815 E. Mill Plain Court Vancouver, WA 98661	1N 13 3DC TL 12900	150.00
Isabella Hoptowit Route 1, Box 1420 Toppenish, WA 98948	1N 13 3DD TL 4700	105.00
Earla Gayer 1469 Park Avenue, #9 Woodburn, OR 97071	1N 13 2CC TL 6700	150.00
William Maley 2713 East 18th The Dalles, OR 97058	1N 13 11BA TL 3100	60.00
Isami/Miye Tsubota Star Route 144 Wasco, OR 97065	1N 13 4AD TL 200	<u>210.00</u>
TOTAL FINAL ASSESSMENT ROLL		\$940.00

Section 2: Docket Entry.

Upon approval of this resolution by the Mayor, the City Clerk is instructed and directed to enter in the Docket of City Liens the following matters in relation to the assessments:

- a. The foregoing legal description of the property assessed.
- b. The name of the owner or owners or a statement that the owner is unknown.
- c. The sum assessed upon each lot or tract of land.
- d. The date of the docket entry.

Section 3: Notices/Collection of Assessments.

The City Clerk shall cause a notice of collection of assessment to be mailed to the owner of each lot or tract of land at the owners

last known address. The Clerk shall thereafter diligently proceed to collect the assessed amounts in the manner provided by law.

DONE AND DATED THIS 4TH DAY OF APRIL, 1988.

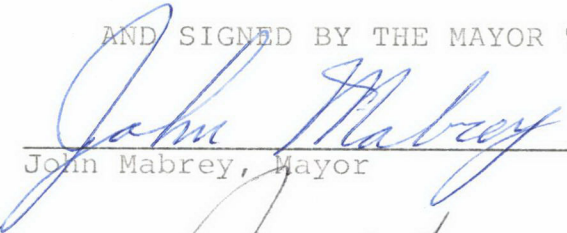
Voting Yes, Councilmembers: PHILLIPS, SPADT, WILL, PROBSTFIELD AND CLARK

Voting No, Councilmembers: NONE

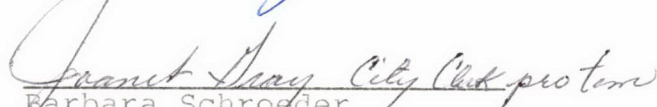
Absent, Councilmembers: NONE

Abstaining, Councilmembers: NONE

AND SIGNED BY THE MAYOR THIS 4TH DAY OF APRIL, 1988.


John Mabrey, Mayor

ATTEST:


Barbara Schroeder
City Clerk

RESOLUTION NO. 88 - 13

A RESOLUTION APPROVING AN AGREEMENT BETWEEN
THE CITY OF THE DALLES AND MID COLUMBIA PAVING CO.

WHEREAS, at the regular City Council meeting of January 18, 1988,
the Council approved the City Engineer's calling for bids for the 1988
Street Improvement Project No. 1; and

WHEREAS, said bids were opened on April 1, 1988 at 2:00 p.m.; and

WHEREAS, Mid Columbia Paving Co. was the low bidder; and

WHEREAS, it is in the public interest to execute a Notice of Award
and Contract between the City of The Dalles and Mid Columbia Paving
Co. to complete the 1988 Street Improvement Project No. 1.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

Section 1: Contract Approved. The Contract between the City of
The Dalles and Mid Columbia Paving Co. for completing the 1988
Street Improvement Project No. 1 is hereby accepted and approved.

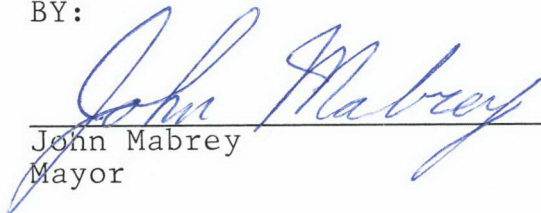
Section 2: Officers to Act. The Mayor, City Clerk and such other
officers and employees of the City of The Dalles are hereby authorized
to sign the 1988 Street Improvement Project No. 1 Contract and to do
such other acts as are necessary and proper.

DONE AND DATED THIS 4TH DAY OF APRIL, 1988.

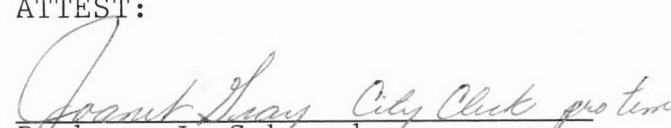
Voting Yes, Councilmembers:	CLARK, PROBSTFIELD, SPADT, WILL AND PHILLIPS
Voting No, Councilmembers:	NONE
Absent, Councilmembers:	NONE
Abstaining, Councilmembers:	NONE

AND APPROVED BY THE MAYOR THIS 4TH DAY OF APRIL, 1988.

BY:


John Mabrey
Mayor

ATTEST:


Barbara J. Schroeder
City Clerk/Treasurer



A RESOLUTION AUTHORIZING OFFICERS TO ACT

WHEREAS, D. R. Montgomery has granted a lease to Patricia L. Wallace for the use of six (6) parking spaces in compliance with the City Zoning Ordinance requiring a minimum of four (4) parking spaces within 300 feet of a proposed eating establishment at 518 Liberty Street owned by A. J. Wallace and Patricia L. Wallace, husband and wife; and

WHEREAS, the City Council wishes to grant approval of the parking requirement for the above mentioned business based upon the continuation of said lease agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL:

Section 1. Land Use Requirement.

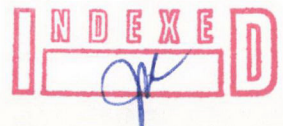
The execution of the Land Use Requirement Agreement, a copy of which is attached hereto and by this reference made a part hereof, approving parking requirements for an eating establishment owned by A. J. Wallace and Patricia L. Wallace, husband and wife, and located at 518 Liberty Street based on the continuation of the above mentioned lease, is hereby approved by the City of The Dalles.

Section 2. Officers to Act.

The Mayor, City Clerk, and such other officials and employees of the City of The Dalles, as are appropriate, are hereby authorized and instructed to execute the Land Use Requirement Agreement on behalf of the City of The Dalles and to do such other acts as are necessary and proper.

DONE AND DATED THIS 21ST DAY OF MARCH, 1988.

Voting Yes, Councilmembers: CLARK, WILL, SPADT AND PROBSTFIELD
Voting No, Councilmembers: NONE
Absent, Councilmembers: PHILLIPS
Abstaining, Councilmembers: NONE

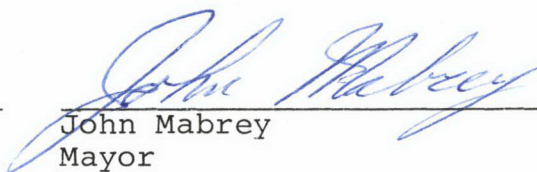


AND APPROVED BY THE MAYOR THIS 21ST DAY OF MARCH, 1988.

ATTEST:



Barbara Schroeder
City Clerk/Treasurer



John Mabrey
Mayor

LAND USE REQUIREMENT AGREEMENT

This Agreement is between A.J. Wallace and Pat Wallace, husband and wife, who propose an eating establishment at 518 Liberty Street, The Dalles, hereinafter called "Owner", and the City of The Dalles, a municipal corporation of the State of Oregon hereinafter called "City".

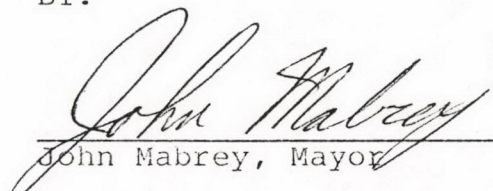
The City agrees to grant approval of parking requirements required by Section 27 (c) of Chapter 8 of Ordinance 80-986 for the site of the above-mentioned business premises conditioned upon the continuing existence of the lease attached hereto as Exhibit A for the use of a minimum of four parking spaces on the premises more particularly described in Exhibit A. The City's approval shall automatically terminate in the event that the lease is terminated and the Owner fails to make other suitable arrangements for the provision of the minimum number of parking spaces required prior to the termination of said lease. In the event of the termination of the City's approval, Owner hereby agrees at the time of said termination that they will voluntarily and without claim for compensation suspend the use of their premises as a restaurant until they comply with city zoning standards existing at the time of termination.

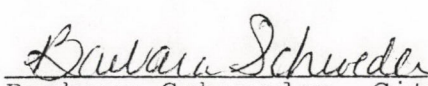
Dated this _____ day of March, 1988.

City of The Dalles, A municipal
corporation of the State of Oregon

BY:

ATTEST:


John Mabrey, Mayor

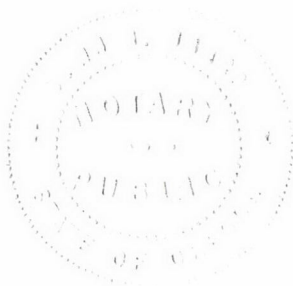

Barbara Schroeder, City Clerk

Pat Wallace
Pat Wallace, Owner

A.J. Wallace
A.J. Wallace, Owner

STATE OF OREGON)
 : ss.
County of Wasco)

The foregoing instrument was acknowledged before me
this 14th day of March, 1988.



Dawn M. Baird
Notary Public for Oregon
My Commission Expires 2/23/90

LEASE

THIS AGREEMENT, entered into on FEBRUARY 12, 1988, by and between
Mr. D. R. MONTGOMERY, lessor,
 and PATRICIA L. WALLACE, lessee;
 WITNESSETH: That the said lessor in consideration of the covenants herein mentioned, does hereby lease un-
 to the said lessee,executors or administrators, for a period of 10 YEARS
 from FEBRUARY 15, 1988, to and including
FEBRUARY 15, 1998, the following described premises, to-wit:

Six (6) parking spaces on the property located
at 511-513 Union Street The Dalles Oregon.
Lot # 5000 Trevitt's Addition to Dalles City, Map 1W13 3BB.
Said location is within 300 measured feet of
The Old "97" B.B.Q. Restaurant to be located at 518 Liberty
Street The Dalles Or. In event property is sold at later date
lessee has right to renegotiate lease with new owner. Lessor
is not responsible for any injuries, damage to vehicles or
loss of personal articles due to theft.

and the said lessee does hereby promise and agree to pay said lessor therefor the rent following, to-wit:

50.00 (Fifty) per month

payable on 15th of each and every month, for term of lease.
 and to return said premises at the expiration of said time in as good order and condition as they are now in, reason-
 able wear and tear, fire and unavoidable casualties excepted.

Any holding over by the lessee after the expiration of the term of this lease, or any extension thereof, shall be
 as a tenancy from month to month and not otherwise.

IN WITNESS WHEREOF, said parties have executed this agreement in duplicate on February 12, 1988

D.R. Montgomery Lessor

Patricia L. Wallace Lessee

State of Oregon, County of Wasco ss.

Personally appeared the above named Mr. D.R. Montgomery

Patricia L. Wallace

and acknowledged the foregoing instrument to be their voluntary act and deed. Dated 2-12-88 1988

(SEAL)

Before me:

Don C. Mella

Notary Public for Oregon My Commission expires 5-11-1989

NOTE—This form is not suitable for leasing a "dwelling unit" as defined in ORS 91.705(3) as follows: "Dwelling unit" means a structure or the part of a structure that is used as a home, residence or sleeping place by one person who maintains a household or by two or more persons who maintain a common household." (See forms Nos. 244, 766, 818).

6100 5800 5700
212 210 200

Proposed
Restaurant

LIBERTY ST.

5600 5500 5300 5200
118 112 108 100

4900 5000 5100 5101
4800 4600 5112
4500 4700
4400 4701
4300 4200
610 605 607

UNION ST.

Proposed
parking

FIFTH ST

5TH PLACE
7700 7800 7900
D C B A

ST.

8300 8200 8100 8000
214 206 204 200

1900 9000 9100
215 215 207 203
DC C B A

TH

10501 10600
10500
1217 1178
10400
1216

12-1
G A T

10200 10300
201 115

UNION

10900
700

10700 10800
107-113-111-115

7TH ST.

STREET

10100 10000 9900 9700 9600 9500
1122 1110 114 110 107 105
9800 114 113 115

9201 9200 9300 9302 9400 9301
123 117 45 115

SEE MAP IN 13 3CB

RESOLUTION NO. 88 - 11

A RESOLUTION AUTHORIZING OFFICERS TO ACT

WHEREAS, the City desires to contract on an independent basis for the maintenance of the grounds of The Dalles-Wasco County Library and its adjoining parking lots located within the City of The Dalles, and

WHEREAS, the Northern Wasco County Parks and Recreation District, a special district, has employees available with the expertise to provide the required services and desires to provide these services, and

WHEREAS, the City Council deems it in the best interest of the City to enter into an Agreement with the Northern Wasco County Parks and Recreation District to achieve this desire;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL:

Section 1. Officers to Act.

The Mayor, City Clerk, and such other officials and employees of The City of The Dalles, as are appropriate, are hereby authorized to do such acts as are necessary and proper to enter into said Agreement, of copy of which is attached and made a part hereof.

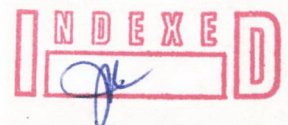
DONE AND DATED THIS 7TH DAY OF MARCH, 1988.

Voting Yes, Councilmembers:	PHILLIPS, CLARK, PROBSTFIELD, SPADT & WILL
Voting No, Councilmembers:	NONE
Absent, Councilmembers:	NONE
Abstaining, Councilmembers:	NONE

AND APPROVED BY THE MAYOR THIS 7TH DAY OF MARCH, 1988.

ATTEST: Barbara Schroeder
Barbara Schroeder
City Clerk/Treasurer

John Mabrey
John Mabrey, Mayor



AGREEMENT

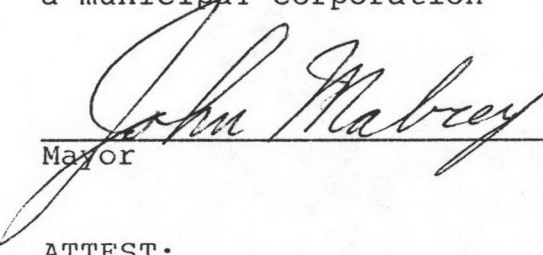
This Agreement made this 7th day of March, 1988,
by and between the CITY OF THE DALLES, a municipal corporation,
hereinafter referred to as "City", and the NORTHERN WASCO COUNTY
PARKS AND RECREATION DISTRICT, a special district, hereinafter
referred to as "Contractor";

WHEREAS, the City desires to contract on an independent basis for
the maintenance of the grounds of The Dalles-Wasco County Library and
its adjoining parking lots located within the City of The Dalles, and
whereas, Contractor has employees available with the expertise to,
and desires to, provide those services as set out in Exhibit "A"
attached to this agreement and by this reference incorporated herein,
NOW, THEREFORE, it is mutually covenanted and agreed by the parties
as follows:

1. The Contractor shall do all the work provided in Exhibit "A"
on an as needed basis and its responsibilities shall be as
defined in Exhibit "A" in regards to all grounds
maintenance.
2. The Contractor shall supply all equipment and supplies
necessary to perform the work provided in Exhibit "A".
3. The contract shall be effective July 1, 1988 and shall
continue until June 30, 1989.
4. The total price paid by the City for the above work is
\$1,027.00, payable July 1, 1988.
5. The Contractor shall perform all work in a workmanlike
manner and shall maintain the grounds in a reasonable and
satisfactory condition.
6. The Contractor shall continuously carry liability insurance
in amounts at least equal to those levels set in Oregon
Revised Statutes 30.270 as the limits of liability for
municipal corporations and shall provide all statutorily
required insurances for its employees, including Workers
Compensation.

IN WITNESS WHEREOF, the parties have executed this contract on the
date first above written.

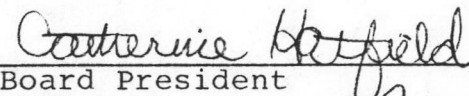
CITY OF THE DALLES,
a municipal corporation



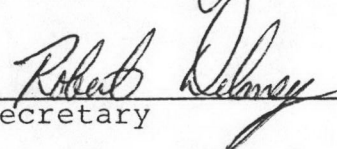
Mayor

ATTEST: _____
Clerk/Treasurer

NORTHERN WASCO COUNTY
PARKS & RECREATION DISTRICT,
a special district

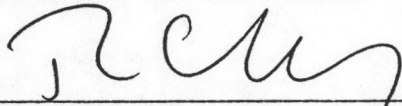


Board President

ATTEST: 

Secretary

APPROVED AS TO FORM:



Contractor shall provide the following on an as needed basis:

1. Leaf cleanup and removal.
2. Application of up to 4 eighty pound bags of all purpose fertilizer for flowers and shrubbery.
3. Application of up to 1 fifty pound bag of Casoron for weed control.
4. Weeding.
5. Pruning.
6. Irrigation winterization and dewinterization.
7. Setting of automatic timer on irrigation system.
8. Miscellaneous grounds maintenance.

The City shall be responsible for mowing, manual irrigation, litter removal, removal of leaves and snow from walkways and painting and repairs, including repairs to the sprinkler system not occasioned by acts of the Contractor.

RESOLUTION NO. 88 - 10

A RESOLUTION URGING THE DEPARTMENT OF TRANSPORTATION STATE
HIGHWAY DIVISION TO INCLUDE A FREEWAY INTERCHANGE IN ITS
SIX YEAR PLAN

WHEREAS, in 1969 preliminary plans were drawn to locate a full freeway interchange in the Crates Point area of Interstate Highway 80N immediately west of The Dalles; and,

WHEREAS, this interchange has been discussed in 1975 and 1982 by local authorities and state authorities; and,

WHEREAS, the taxpayers of the Port of The Dalles passed a 4.5 million dollar general obligation bond issue with the proceeds being used to improve industrial land lying east and north of Interstate 84 freeway in the area of Crates Point; and,

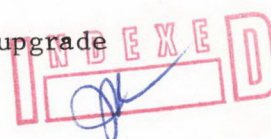
WHEREAS, the only access to the industrial area is a county road which crosses the Union Pacific Railroad's main trackage at grade and parallels Interstate 84; and,

WHEREAS, this single grade crossing creates a public safety hazard; and,

WHEREAS, industries and businesses locating in the new developed industrial area may be subjected to high fire insurance rates because of the single grade crossing of the Railroad, and might be reluctant to locate because of difficult access to Interstate Highway 184; and,

WHEREAS, the Port of The Dalles has represented that there are local financial resources available to support any local participation required in the development and construction of the freeway interchange mentioned above; now, therefore,

IT IS HEREBY RESOLVED BY THE CITY OF THE DALLES ACTING BY AND THROUGH IT'S COUNCIL that the City of The Dalles, Oregon strongly urges the Department of Transportation, State Highway Division to upgrade



an interchange from Interstate 84 to serve the Port properties west of The Dalles currently in its six year plan to a construction category project.

IT IS FURTHER RESOLVED that the City Manager shall promptly deliver a certified copy of this resolution to the Department of Transportation, State Highway Division.

DONE & DATED THIS 16TH DAY OF FEBRUARY, 1988.

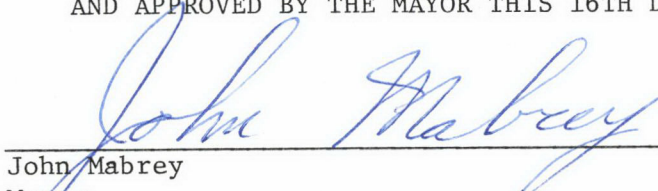
Voting Yes, Councilmembers: CLARK, PHILLIPS, WILL, PROBSTFIELD AND SPADT

Voting No, Councilmembers : NONE

Absent, Councilmembers : NONE


Abstaining, Councilmembers: NONE

AND APPROVED BY THE MAYOR THIS 16TH DAY OF FEBRUARY, 1988.



John Mabrey
Mayor

ATTEST :



Barbara Schroeder,
City Clerk/ Treasurer

RESOLUTION NO. 88 - 9

A RESOLUTION APPROVING AN AGREEMENT BETWEEN
THE CITY OF THE DALLES AND SCHNEIDER EQUIPMENT, INC.

WHEREAS, at the regular City Council meeting of January 18, 1988,
the Council approved the City Engineer's calling for bids for the
Kelly Avenue Landslide Dewatering Well Pump Installation; and

WHEREAS, said bids were opened on February 16, 1988; and

WHEREAS, Schneider Equipment, Inc. was the low bidder; and

WHEREAS, it is in the public interest to execute a Notice of
Award and Contract between the City of The Dalles and Schneider
Equipment, Inc. to complete the Kelly Avenue Dewatering Well Pump
Installation.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

Section 1: Contract Approved. The Contract between the City of
The Dalles and Schneider Equipment, Inc. for completing the Kelly
Avenue Dewatering Well Pump Installation is hereby accepted and
approved.


Section 2: Officers to Act. The Mayor, City Clerk and such
other officers and employees of the City of The Dalles are hereby
authorized to sign the Kelly Avenue Dewatering Well Pump Installation
Contract and to do such other acts as are necessary and proper.

DONE AND DATED THIS 16TH DAY OF FEBRUARY, 1988.

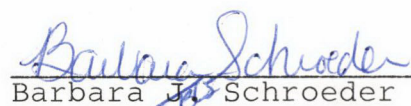
Voting Yes, Councilmembers:	PROBSTFIELD, PHILLIPS, WILL, CLARK AND SPADT
Voting No, Councilmembers:	NONE
Absent, Councilmembers:	NONE
Abstaining, Councilmembers:	NONE

AND APPROVED BY THE MAYOR THIS 16TH DAY OF FEBRUARY, 1988.

BY:


John Mabrey
Mayor

ATTEST:


Barbara J. Schroeder
City Clerk/Treasurer



RESOLUTION NO. 88 - 8

A RESOLUTION AUTHORIZING OFFICERS TO ACT

WHEREAS, Wasco Rural Fire Protection District and the City of The Dalles desire to enter into an Agreement , a copy of which is attached hereto as Exhibit A, to replace the existing Joint Powers Agreement between the parties; and

WHEREAS, the City Council deems it necessary and desirable and in the public interest to enter into said Agreement for the reasons set out in the recitals therein; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL:

Section 1. Agreement Approved.

The proposed agreement attached hereto as Exhibit A between the City of The Dalles and the Wasco Rural Fire Protection District is hereby approved and accepted by the City of The Dalles.

Section 2. Officers to Act.

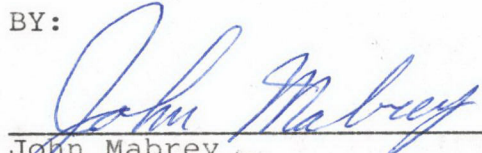
The Mayor, City Clerk, and such other officials and employees of The City of The Dalles, as are appropriate, are hereby authorized to execute the proposed agreement on behalf of the City and to do such other acts as are necessary and proper including but not limited to filing, recording, sealing and transmitting said agreement.

DONE AND DATED THIS 16TH DAY OF FEBRUARY, 1988.

Voting Yes, Councilmembers:	<u>Phillips, Clark, Probstfield, Will, Spadt</u>
Voting No, Councilmembers:	<u>None</u>
Absent, Councilmembers:	<u>None</u>
Abstaining, Councilmembers:	<u>None</u>


AND APPROVED BY THE MAYOR THIS 16TH DAY OF FEBRUARY, 1988.

BY:



John Mabrey
Mayor

ATTEST:



Barbara Schroeder
City Clerk/Treasurer



JOINT POWERS AGREEMENT
FOR
FIRE PROTECTION AND EMERGENCY SERVICES

THIS AGREEMENT is made the _____ day of _____, 1988, by and between the CITY OF THE DALLES, a municipal corporation of the State of Oregon, hereinafter called "City" and WASCO RURAL FIRE PROTECTION DISTRICT, a rural fire protection district organized and existing under Chapter 478 of the Oregon Revised Statutes, hereinafter called "District".

WHEREAS, City and District enter into this agreement to secure the benefit of mutual cooperation and assistance in the face of an emergency created by structural fire, ground cover fire, emergency medical emergencies and other mutual services; and

WHEREAS, through this agreement the governing bodies of City and District intend to lay the legal foundation contemplated by ORS 190.010, ORS 478.300 and ORS 478.310 to permit the officers of their respective firefighting departments to immediately dispatch personnel and equipment to specified emergencies without delay and without question as to legal authority to do so; and

WHEREAS, this agreement does not replace, supersede or alter any existing mutual aid compact or agreement. It is the intention of the parties that this agreement be liberally construed to permit the rendering of aid when manning, equipment, and response demands permit and that neither party shall be liable to the other or to any third person for failure or inability to respond as contemplated; and

WHEREAS, the parties hereto recognize the need and desirability for Automatic-Aid agreements in certain areas to improve the efficiency and effectiveness of the fire suppression delivery system; and

WHEREAS, the State of Oregon has declared it to be a matter of statewide concern to promote intergovernmental cooperation for the purpose of furthering economy and efficiency in local government; and

WHEREAS, the legislature has given general authority for intergovernmental agreements by units of local government pursuant to the provisions of ORS 190.010 et seq.; and

WHEREAS, the Insurance Services Office in their Fire Suppression Rating Schedule of 1980 gives credit points for Automatic-Aid plans but not credit for Mutual Aid plans; and

WHEREAS, the signing parties desire to enter into a Joint Powers Agreement (joint Automatic-Aid agreement) to mutually assist each department; and

WHEREAS, some boundaries of the City and District are contiguous and will be served more efficiently by this agreement, by providing immediate services from the nearest fire facility, e.g., the City's providing initial response to property in the District jurisdiction adjacent to the City's eastern limits, bounded by properties abutting East 19th Street from Dry Hollow Road to State Highway 197.

NOW, THEREFORE, IN CONSIDERATION OF THE RECITALS ABOVE IN THE MUTUAL AGREEMENT, TERMS AND PROVISIONS SET FORTH BELOW, THE PARTIES AGREE AS FOLLOWS:

1. Term of Agreement. This agreement shall be effective on the date hereof and shall continue until the need for modification or until either governing body causes the termination hereof.
 - A. City Response. In response to a call for automatic aid issued by the District, the City shall immediately respond with one (1) Engine/Pumper and a minimum of two (2) personnel to any structural fire or ground cover fire within the areas outlined in blue upon the map designated Exhibit A and attached hereto (i.e. within the urban growth boundary). The City will also respond with automatic aid to the Celilo Converter Station, Columbia Crest Addition, Murray's Addition, Foley Lakes Trailer Court and Mountain Fir Chip Plant with one (1) Engine/Pumper and a minimum of two (2) personnel. The City shall respond to a call for automatic aid with one (1) aerial ladder truck (in lieu of a Pumper) and two (2) personnel to the Chenoweth School Complex and the Northwest Aluminum Plant. District personnel shall relieve and release City personnel and equipment from the emergency scene as soon as it becomes apparent to the Officer in Command that the City crews are no longer required for the emergency.
 - B. District Response. The District shall respond to a call for automatic aid by the City with a minimum of one (1) Engine/Pumper and two (2) personnel to any structural fire or ground cover fire within the City to the west of Webber Street, in the general area outlined in green upon the map designated as Exhibit A and attached hereto. The District shall also respond to a call for automatic aid with a minimum of two (2) personnel and one (1) Engine/Pumper to the following High Life Hazard locations:

Columbia Basin Nursing Home; Mid-Columbia Medical Center; Valle Vista Nursing Home; Camlu Retirement Apartments; The Dalles High School; The Dalles

Junior High School; Joseph G. Wilson School; Colonel Wright School; Dry Hollow School and Judson Baptist College complex. City personnel shall relieve and release District personnel and equipment from the emergency scene as soon as it becomes apparent to the Officer in Command that District crews are no longer required for the emergency.

2. Method of Summoning Aid. The party requesting an automatic aid response shall do so by sending a radio message on a frequency monitored by both parties. The format of the message is specified as normal operations in The Dalles Communication Center.
3. Command and Control of Fire Suppression and Emergencies. Command and control of fires and emergencies shall be vested in the Chief or Officer in Command arriving first at the scene, until relieved by the Chief or Officer in Command of the jurisdiction in which the emergency occurs.

Definition for Officer in Command is the officer designated by the Federal Emergency Management Association publication entitled "Commanding the Initial Response" dated June 1, 1987.

4. Notification of Inability to Respond. Should either the City or the District find itself unable to provide an automatic aid response due to emergencies or prior commitment of personnel or equipment, reduced manning, or other such contingency, the department unable to respond shall notify the other department by radio or letter of the inability to respond and its expected duration. Notification shall be made as soon as practicable after the inability becomes known. A similar notice shall be transmitted when the department is able to resume its automatic aid commitment.
5. Withdrawal After Response. If after embarking upon an automatic aid response, the responding unit is summoned by its department to a fire or emergency within its own jurisdiction, the responding unit shall disengage and proceed as directed. Provided no unit shall disengage without first notifying the dispatcher or the Officer in Command of intent to disengage and receiving confirmation that the message has been received. No unit shall disengage and withdraw under circumstances that would seriously jeopardize the lives and safety of other firefighters of either department unless the Officer in Command is aware of the risk and specifically approves disengagement.

6. Conversion of Automatic Aid to Mutual Aid. Neither party shall charge the other for expenses incurred in rendering automatic aid pursuant to this agreement. If an emergency develops to the point where response is requested beyond the minimum level set in clauses 1A and 1B of this agreement or if the emergency develops to the extent that the automatic aid response is required to remain at the fire scene for more than one (1) hour, all time in excess of one (1) hour shall be charged as mutual aid as provided for in the mutual aid agreement between the parties.
7. Termination of Agreement. Either the City or the District may terminate this agreement by providing 180 days advance written notice to the governing body of the other party.
8. Status of Agreement as to Third Parties/Liability. Each party waives all claims against every other party for compensation for any loss, damage, personal injury or death occurring as a consequence of participation in the performance of this agreement except that expendable fire fighting material used in the control of the emergency shall, if specifically requested, be replaced by the requesting agency.
9. Administration. To the extent that problems arise in the administration of the agreement which are not anticipated by the provisions hereof, the parties agree to cooperate in finding solutions which will promote the underlying purpose of this agreement.
10. Joint Services. The parties shall jointly provide, so far as is practical, joint services including (but not excluding) the following: training, emergency medical care, emergency medical services, hazardous materials response, equipment maintenance and repairs, fire prevention safety and education, code enforcement, arson investigation and purchasing.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

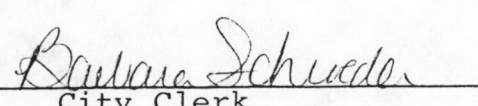
CITY OF THE DALLES

By


Mayor

ATTEST:

By


City Clerk

WASCO RURAL FIRE PROTECTION
DISTRICT

By

Chairperson of the Board

By

Secretary, Board of Directors

RESOLUTION 88 - 7

RESOLUTION FOR WAIVING A PORTION OF THE
SYSTEMS DEVELOPMENT CHARGES PROVIDED FOR
IN RESOLUTIONS 81-74 AND 81-75

WHEREAS the City Council has previously established the rates to be paid for Systems Development Charges by the enactment of Resolutions 81-74 and 81-75; and

WHEREAS the Port of The Dalles has its first tenant at its Industrial Development Park; and

WHEREAS as part of the inducement to get the tenant to locate at the Park, the Port agreed to pay all site improvements including Systems Development Charges; and

WHEREAS due to an oversight by Port staff, Port provided only \$400 to pay each Systems Development Charge when the proper amount should have been \$800 each; and

WHEREAS the Port has acknowledged such oversight will not occur again; and

WHEREAS the City Council acknowledges the unique fact situation involved and wishes to assist the Port in securing the economic benefits of locating the first tenant in the Port's Industrial Park

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

Section 1.

Notwithstanding the requirements for resolutions 81-74 and 81-75, the Systems Development Charges for the Precision Lumber Company site in the Port of The Dalles Industrial Park shall be \$400 each for a total of \$800.

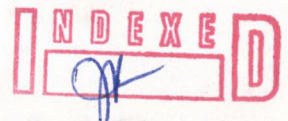
DONE AND DATED THIS 18TH DAY OF JANUARY, 1988.

Voting Yes, Councilmembers: Clark, Will, Probstfield, Phillips

Voting No, Councilmembers: _____

Absent Councilmembers: Council Seat, Ward 1 vacant

Abstaining, Councilmembers: _____



AND APPROVED BY THE MAYOR THIS 18th DAY OF JANUARY, 1988.

ATTEST:

Barbara Schroeder

Barbara Schroeder
City Clerk/Treasurer

John Mabrey

John Mabrey
Mayor

Port of The Dalles

P.O. Box 457 • 3636 Klindt Drive • The Dalles, Oregon 97058 • 503-298-4148



January 18, 1988

Mayor John Mabrey
The Dalles City Council
City of The Dalles
The Dalles, OR 97058

RE: Economic Development

Dear Council Members,

Following discussions with the City of The Dalles staff members regarding the sewer and water connection fees for Precision Lumber Company, it is my understanding that their recommendation to the Council is a connection fee of \$800 for each service. This recommendation is based upon current guide lines that have been set forth by the City Council.

I would ask for your consideration of reducing those connection fees to \$400 each. The reason for this request is, one of the inducements to the company was that the Port of The Dalles would be responsible for all site improvements, which included utility connection fees. At the time the Port of The Dalles made that offer, it was our understanding that each fee would be \$400. Subsequent to that, we discovered that those fees would be \$800 each. Therefore, we would ask that the City of The Dalles join in this economic development endeavor, and waive one half of those fees, thus allowing the Port to remain within its project budget.

This oversight on the part of the Port of The Dalles will not be repeated. Prior to making set inducements in the future, we will properly anticipate project costs.

Sincerely,

John W. Rayburn
Executive Director

JWR/kh

RESOLUTION NO. 81- 74

A RESOLUTION PURSUANT TO GENERAL ORDINANCE NO. 878, SECTION 6, PARAGRAPH (h) ESTABLISHING AMOUNTS FOR STUB FEES AND SYSTEMS DEVELOPMENT CHARGES AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of The Dalles has heretofore caused a study to be made by the Director of Public Works into the manner of charging for the construction and installation of service stubs and,

WHEREAS, the City Council has caused a study to be made by the water study committee into the amount of a systems development charge, and

WHEREAS, the City Council has received the reports and determined charges to be made pursuant to General Ordinance No. 878, Section 6, Paragraph (h).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF THE DALLES, acting pursuant to General Ordinance No. 878, Section 6, Paragraph (h) is resolved and the People of the City of The Dalles do ordain that:
Section 1. Stub Fee, Manner of Collection.

The stub fee charged pursuant to General Ordinance 878, Section 6, Paragraph (h), Sub paragraph (1) shall be in the amount of the cost to the City for construction of a service stub from the City water main or lateral to the property line of the property to be served. Costs for labor, equipment and material may be computed in any reasonable manner decided upon by the Department of Public Works, "shop hour" charges and hourly equipment rental rates may be used. In addition, a reasonable charge not to exceed twelve percent may be included to defray the costs of administrative overhead and general supervision. Engineering costs shall be included at a rate not to exceed twelve percent of the total cost of all other direct and indirect charges only when engineering has actually been performed. An

1 applicant requiring installation of a service stub shall specify the size of
2 stub desired and shall deposit with the City Clerk a sum equal to the estimated
3 stub fee as computed by the City. In no case shall the deposit be less than
4 two hundred and fifty dollars (\$250). Upon completion of the stub the City
5 shall compute the actual amount of the fee. Any amount on deposit in excess of
6 the fee shall be returned to the applicant. Any deficiency shall be billed
7 to the applicant and shall be due and payable within 30 days of invoice. Past
8 due balances shall bear interest at the rate of one percent per month.

9 Section 2. System Development Charge, Amount and Manner of Collection.

10 Each applicant for attachment to the City Water System shall pay at the
11 time of application a water systems development charge in the amount of four
12 hundred dollars (\$400) per unit pursuant to General Ordinance 878, Section 6,
13 Paragraph (h), Subparagraph (2). One system development charge fee shall be
14 paid for each unit connected. For units in excess of ten units, the fee per unit
15 over ten shall be reduced at the rate of ten dollars per unit for each addi-
16 tional unit over ten, but, in no event shall the charge be less than one hundred
17 and fifty dollars (\$150) per unit. A unit for the purposes of this resolution
18 shall be as defined in General Ordinance 888, Article X.

19 Section 3. Applications, Duration, Clerk to Refuse or Refund.

20 An application for connection to the City water system shall be accompanied
21 by all required fees and deposits. An application in proper form shall be valid
22 for a period not to exceed sixty days. If the premises to be served are not
23 actually connected to the system within sixty days, the application shall be
24 invalidated and any fees and sums on deposit shall be returned to the applicant.
25 The City Clerk may refuse to accept any application for service if either the
26 applicant or a person beneficially interested in the premises to be served

1 has failed to satisfy any past due indebtedness to the City for construction
2 of stubs or service lines, for connection fee for water or sewer, or for
3 past due water or sewer service charges. Further, the Clerk may refuse
4 to accept an application for service to any premises for which no current
5 building permit exists and upon which a building or structure to be served is
6 not presently located. For the purposes of this resolution a mobile home
7 pad or foundation shall be considered an existing structure.

8 Section 4: Effective Date.

9 Sections 1 and 2 of this resolution shall be effective on January 1, 1982.
10 Sections 3 and 4 shall be effective immeidately.

1 DONE AND DATED THIS 7th DAY OF December , 1981.

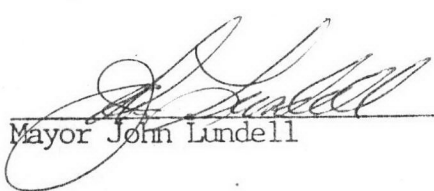
2 VOTING YES, COUNCILMEN: Phillips, Probstfield, Mabrey, Clark & Kopperud.

3 VOTING NO, COUNCILMEN: None

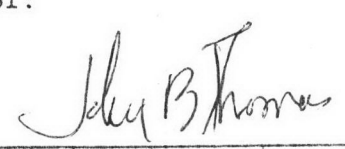
4 ABSENT, COUNCILMEN: None

5 ABSTAINING, COUNCILMEN: None

6 AND SIGNED BY THE MAYOR THIS 7th DAY OF December , 1981.

7
8 
9 Mayor John Lundell

10 ATTEST:

11
12 
13 City Clerk John B. Thomas

RESOLUTION NO. 81-75

A RESOLUTION PURSUANT TO GENERAL ORDINANCE NO. 888, ARTICLE X,
SECTION 2 ESTABLISHING AMOUNTS FOR SYSTEMS DEVELOPMENT CHARGES.

WHEREAS, The City Council has caused a study to be made into the amount
to be charged as a systems development charge for connection to the City
of The Dalles Sewer System, and

WHEREAS, the City Council after being fully appraised of all facts and
circumstances has determined the proper charges to be made,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF THE DALLES, acting
pursuant to General Ordinance No. 888, Article X, Section 2 is resolved
and the People of the City of The Dalles do ordain that:

Section 1: System Development Charge, Amount and Manner of Collection.

Each applicant for attachment to the City Sewer System shall pay at
the time of application, a sewer systems development charge in the amount of
four hundred dollars (\$400) per unit to be connected pursuant to General
Ordinance No. 888, Article X, Section 2. One system development charge fee
shall be paid for each unit connected. For units in excess of ten units
the fee per unit over ten shall be reduced at the rate of ten dollars per
unit for each additional unit over ten, but, in no event shall the charge
be less than one hundred and fifty dollars (\$150) per unit. Units shall
be computed according to the table contained in General Ordinance 888,
Article X, Section 1.

Section 2: Applications, Duration, Clerk to Refuse or Refund.

An application for connection to the City Sewer System shall be
accompanied by all required fees and deposits. An application in proper
form shall be valid for a period not to exceed sixty days. If the premises

1 to be served are not actually connected to the system within sixty days, the
2 clerk shall invalidate the application and any fees and sums on deposit
3 shall be returned to the applicant. The City Clerk may refuse to accept
4 any application for service if either the applicant or a person beneficially
5 interested in the premises to be served has failed to satisfy any past due
6 indebtedness to the City for construction of service lines, for connection
7 fees for water or sewer or for past due water or sewer service charges.
8 Further, the Clerk may refuse to accept an application for service to any
9 premises for which no current building permit exists and upon which a
10 building or structure to be served is not presently located. For the
11 purposes of this resolution a mobile home pad or foundation shall be considered
12 an existing structure.

13 Section 3: Effective Date.

14 Section 1 of this resolution shall be effective January 1, 1982.

15 Sections 2 and 3 shall be effective immediately.

1 DONE AND DATED THIS 7th DAY OF December , 1981.

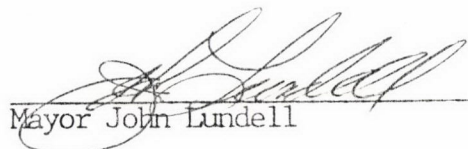
2 VOTING YES, COUNCILMEN: Phillips, Probstfield, Mabrey, Clark & Kopperud.

3 VOTING NO, COUNCILMEN: None

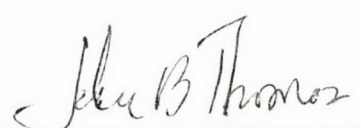
4 ABSENT, COUNCILMEN: None

5 ABSTAINING, COUNCILMEN: None

6 AND SIGNED BY THE MAYOR THIS 7th DAY OF December , 1981.

7
8 
9 Mayor John Lundell

10 ATTEST:

11
12 
13 City Clerk John B. Thomas
14

addressed to the water department, and will be turned on again and the meter reinstalled when requested. No turnon or turnoff fee will be charged. A full month's service will be charged if water is turned on before the 15th of the month, but no charge will be made for that month if the service is turned on after the 15th of the month. If the service is turned off before the 15th of the month, no charge will be made for that month. If the service is turned off after the 15th of the month, the full month's charge will be made. Any water service charges prepaid past the month of turnoff will be refunded. Metered accounts will be billed on the regular schedule. No adjustments will be made to an amount less than the monthly minimum. Billings for multi-family units may be reduced if the person responsible for the premises signs a written affidavit attesting to the number of vacancies, and no applications will be honored if received after 90 days. No rebate will be allowed for vacancies of less than 30 consecutive days. Where premises are left unoccupied and the owner or his agent does not request the water turned off by the water department, no rebate will be allowed. No allowance will be made for any water registered by a meter that may leak or waste through the plumbing or fixtures.

(g) Schedule of water rates shall be fixed by the city council by resolution and may in like manner be amended or altered from time to time at the discretion of the city council.

(h) Any applicant requesting to connect to the city water system shall pay a stub fee and a system development charge.

(1) Stub fee (main to property). Stub fee shall be paid in such an amount as the City Council shall by resolution provide. A deposit in the estimated amount of the stub fee shall be paid by the applicant prior to connection. A stub fee shall be waived if the applicant's property is served adequately by an existing stub.

(2) System development charge. The applicant for water service shall pay a system development charge prior to connection to the City water system. The amount of a system development charge shall be set by the City Council by resolution. Monies collected as systems development charges shall be deposited in a fund for capital improvements to the water system. In addition to the direct funding of capital improvements in whole or in part funds collected as systems development charges may be used:

a. To retire existing or future bonds issued to finance capital improvements to the City water system.

b. To retire any existing or future debt incurred by the City to finance capital improvements to the City water system.

c. To fund city costs for construction, reconstruction or expansion of the City water system, including repairs exceeding ordinary maintenance to any part of the system, except the service line connecting a building or unit served to a lateral or trunk water main.

RESOLUTION NO. 88 - 6

A RESOLUTION APPROVING AN AGREEMENT BETWEEN
THE CITY OF THE DALLES AND GELCO SERVICES, INC.,
DBA: GELCO GROUTING SERVICE

WHEREAS, at the City Council meeting of April 20, 1987, the Council authorized the City Engineer to call for bids for the internal television inspection and chemical grout rehabilitation of the storm and sanitary sewer system; and

WHEREAS, Gelco Services, Inc., DBA: Gelco Grouting Service was the low bidder; and

WHEREAS, it is in the public interest to execute a Notice of Award and Contract between the City of The Dalles and Gelco Services, Inc., DBA: Gelco Grouting Service to complete the internal television inspection and chemical grout rehabilitation of the storm and sanitary sewer system.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

Section 1: Contract Approved. The Contract between the City of The Dalles and Gelco Services, Inc., DBA: Gelco Grouting Service for completing the internal television inspection and chemical grout rehabilitation of the storm and sanitary sewer system is hereby accepted and approved.

Section 2: Officers to Act. The Mayor, City Clerk and such other officers and employees of the City of The Dalles are hereby authorized to sign the 1988 Sewer System Inspection Contract (Contract No. 88-012) and to do such other acts as are necessary and proper.



DONE AND DATED THIS 1ST DAY OF FEBRUARY, 1988.

Voting Yes, Councilmembers: CLARK, WILL, PROBSTFIELD, PHILLIPS AND SPADT

Voting No, Councilmembers: NONE

Absent, Councilmembers: NONE

Abstaining, Councilmembers: NONE

AND APPROVED BY THE MAYOR THIS 1ST DAY OF FEBRUARY, 1988.



John Mabrey
Mayor

ATTEST: 

Barbara Schroeder, City Clerk

RESOLUTION NO. 88 - 5

A RESOLUTION ADOPTING THE FINAL REPORT OF THE CITY ENGINEER, PROPOSING AN ASSESSMENT AND PROVIDING FOR NOTICES AND A HEARING

WHEREAS, the City Council heretofore approved the establishment of a local improvement district for construction of a city standard sewer in East Tenth Street, and

WHEREAS, the improvement has been constructed at a total cost of \$62,234.48, of which \$62,234.48 is assessable to the properties within the district, and

WHEREAS, the City Engineer has proposed a final report giving the cost of the project, a proposed method of assessment and proposed assessments for each lot of land benefited by the improvement;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL:

Section 1: Report Accepted.

The proposed final report of the City Engineer concerning the East Tenth Street Sanitary Sewer is hereby accepted.

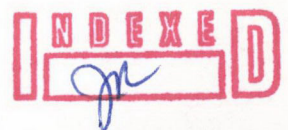
Section 2: Notices of Proposed Assessments.

The City Engineer shall file with the City Clerk a list of the properties within the district, the proposed assessment for each property, and the name and address of the property owner. The City Clerk shall cause notice of the proposed assessments to be mailed or personally delivered to the owner of each lot or tract of land.

Section 3: Contents of Notice.

The notice called for in Section 2 shall state:

- A. The amount of the proposed assessment;
- B. The property upon which the assessment is to be levied;
- C. The date and time by which objections to the assessment shall be filed with the Clerk;



- D. That objections shall be in writing and shall contain a statement of the grounds for the objection;
- E. The date, time and place at which the City Council will consider objections and allow the petitioners to be heard upon them.

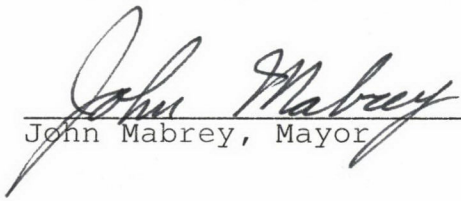
Section: Hearing Date.

A hearing shall be held at 7:30 p.m. on the 21st day of MARCH, 1988, in conjunction with the regular City Council meeting. Persons who have filed objections to proposed assessments or the project shall have the right to be present and address the Council. The hearing will be held in the City Council Chambers. Objections to assessments shall be filed on or before 5:00 p.m. on MARCH 21ST, 1988.

DONE AND DATED THIS 1ST DAY OF FEBRUARY, 1988.

Voting Yes, Councilmembers:	CLARK, PROBSTFIELD, WILL, SPADT AND PHILLIPS
Voting No, Councilmembers:	NONE
Absent, Councilmembers:	NONE
Abstaining, Councilmembers:	NONE

AND SIGNED BY THE MAYOR THIS 1ST DAY OF FEBRUARY, 1988.



John Mabrey, Mayor

ATTEST:



Barbara Schroeder, City Clerk

**EAST TENTH STREET SANITARY SEWER
THOMPSON STREET EASTERLY 1600'**

The Dalles, Oregon
January 26, 1988

FINAL REPORT

HONORABLE MAYOR AND CITY COUNCIL OF THE DALLES, OREGON:

The following is the Final Report of the work accomplished, the basis for assessment, and the method of computation of the assessment for the construction of City standard sanitary sewer in East Tenth Street from Thompson Street easterly approximately 1600 feet.

DESCRIPTION OF PROJECT

The following is the final report of the work accomplished, the basis of assessment, and the method of computation of assessments for the installation of 8" rubber ring concrete sanitary sewer pipe, the installation of wyes and sanitary sewer service laterals, the construction of sanitary manholes, and all other appurtenances.

ASSESSMENT DISTRICT

Thompson's Addition: East 85' of the South 53' Lot 2; South 70' Lot 3; Lot 4; Lot 5; South 125' Lot 6; and that portion of Lot 7 lying South of a line beginning on the East line of Lot 7, 112.18' m/l North of the Southeast Corner of Lot 7, running thence South 86 35' West to its intersection with the West line of Lot 7, all in Block 2, excepting Old Dufur Road right-of-way; North 107' of the East 85' Lot 1; North 107' of Lot 2; North 100' of the West 95' Lot 3; East 75' Lot 3; and the North 100' of Lots 4, 5, 6, 7, and 8m, all in Block 5;

Port View Addition: Lots A, B, C, D, E, and F;

View Point Addition: Lots A, B, C, D, and E.

**EAST TENTH STREET SANITARY SEWER
THOMPSON STREET EASTERLY 1600'**

The Dalles, Oregon
January 26, 1988

FINAL REPORT

FINAL PROJECT COST

ITEM & DESCRIPTION	EST. QUANTITY	UNIT PRICE	EXTENDED AMOUNT
-----	-----	-----	-----
1 - Trench Excav. (Common) C.Y.	1,800.00	5.00	\$9,000.00
2 - Trench Excav. (Rock) C.Y.	100.00	40.00	4,000.00
3 - Construct 8" CSP/RR L.F.	2,400.00	9.00	21,600.00
4 - Construct 6" CSP/RR L.F.	600.00	8.00	4,800.00
5 - Construct New San. Manhole	1,000.00	6.00	6,000.00
6 - Manhole extra depth L.F.	10.00	100.00	1,000.00
7 - Construct 8x6 Wye, Ea.	32.00	60.00	1,920.00
8 - Cushion Material C.Y.	125.00	7.00	875.00
9 - Remove/Replace Ex. Pvm. S.Y.	60.00	22.00	1,320.00

SUBTOTAL			\$50,515.00
10% CONTINGENCY			5,051.50

TOTAL CONSTRUCTION COST			\$55,566.50
12% ADMIN. OVERHEAD			6,667.98

TOTAL PROJECT COST			\$62,234.48

**EAST TENTH STREET SANITARY SEWER
THOMPSON STREET EASTERLY 1600'**

The Dalles, Oregon
January 26, 1988

FINAL REPORT

BASIS FOR ASSESSMENT

1. City Cost: None
2. Property Cost:
 - A. Sanitary sewer service lateral installation costs are assessed directly to benefitted properties on a per each basis.
 - B. One-half the installation costs for Laterals 'A' and 'B' (see Project Area Map, Page 11) are assessed direct to benefitted properties on a per lot basis.
 - C. The installation costs for the main in East Tenth Street and one-half the installation costs for Laterals 'A' and 'B' are assessed to benefitted East Tenth Street property frontage on a per front foot basis.

Note #1 - Properties in the assessment district which have previously been assessed for the construction of the Old Dufur Road sanitary sewer are assessed for service lateral installation cost only.

Note #2 - Assessments do not include Systems Development Charges for connection to the City of The Dalles Sanitary Sewer System.

METHOD OF COMPUTATION

TOTAL PROJECT COST \$62,234.48

1) City Cost: None

2) Property Cost:

A. Service Lateral Costs	
1) 360 c.y. Trench Excavation Common, @ \$5.00/c.y.	1,800.00
2) 25 c.y. Trench Excavation Solid Rock, @ \$40.00/c.y.	1,000.00
3) 600 l.f. 6" CSP/RR, in place @ \$8.00/l.f.	4,800.00
4) 32 ea. 8"x6" Wyes @ \$60.00 ea.	1,920.00
5) 20 c.y. Cushion Material @ \$7.00/c.y.	140.00
6) 50 s.y. Remove/Replace Existing Pavement @ \$22.00/s.y.	1,100.00
<hr/>	

SUBTOTAL	\$10,760.00
+ 23.3%	2,496.32

TOTAL SERVICE LATERAL COST	<hr/> \$13,256.32
----------------------------	-------------------

Cost/Service = \$13,256.32/32 services = \$414.26/service

B. Lateral 'A' and Lateral 'B' Construction Costs

1) 550 c.y. Trench Excavation, Common, @ \$5.00/c.y.	2,750.00
2) 825 l.f. 8" CSP/RR, in place @ \$9.00/l.f.	7,425.00
3) 3 ea. New Sanitary Manhole @ \$1000.00 ea.	3,000.00
4) 35 c.y. Cushion Material @ \$7.00/c.y.	245.00

SUBTOTAL \$13,420.00
+ 23.3% 3,113.44

TOTAL COST LATERALS 'A' & 'B' \$16,533.44

a. Direct Cost to Benefitted Properties =
\$16,533.44 x 50% = \$8,266.72

Cost/Benefitted Property = \$8,266.72/9 = \$918.52/lot

b. Project Frontage Cost = \$16,533.44 x 50% = \$8,266.72

C. East Tenth Street Frontage Costs

TOTAL PROJECT COST \$ 62,234.48
Less Service Lateral Costs -13,256.32
Less 1/2 Cost of Laterals 'A' and 'B' - 8,266.72

TOTAL FRONTAGE COST \$40,711.44

Cost/Front Foot = \$40,711.44/2887.5 l.f. = \$14.09920/l.f.

SUMMARY

1. City Costs \$ 0.00

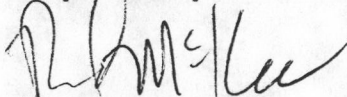
2. Property Costs

A. Service Laterals	13,256.32
B. Direct Costs for Laterals A & B	8,266.72
C. Frontage Costs	40,711.44

TOTAL ASSESSMENT ROLL \$62,234.48

TOTAL PROJECT COST \$62,234.48
=====

Respectfully Submitted,



Rod McKee, P.E.
City Engineer

EAST TENTH STREET SANITARY SEWER
THOMPSON STREET EASTERLY 1600'

January 15, 1988

PRELIMINARY STUDY AND REPORT (cont.)

HONORABLE MAYOR AND CITY COUNCIL OF THE DALLES, OREGON:

The following is the proposed assessment roll for the construction of a sanitary sewer in East Tenth Street from Thompson Street easterly approximately 1600 feet.

PROPOSED ASSESSMENT ROLL

<u>OWNER & ADDRESS</u>	<u>DESCRIPTION OF PROPERTY</u>	<u>ASSESSED REAL</u>	<u>VALUATION IMPROVEMENTS</u>	<u>PROPOSED ASSESSMENT</u>
	1N-13-2D			
Dallas & Delsie Craber 22155 Calgary Bend, OR 97702	Tax Lot 3200 Lot F and East 12.5' Lot E Port View Addition	\$18,050.	\$48,920.	\$ 2,742.71
Herb & Sharon Klaviter 1018 Whitman Ct. W The Dalles, OR 97058	Tax Lot 3300 Lot E, except the east 12.5' Port View Addition	12,930.	0.	2,566.47
Marguerite Boyd P.O. Box 403 The Dalles, OR 97058	Tax Lot 3400 Lot D Port View Addition	17,760.	45,470.	2,742.71
Jesse R. Stanek 2623 E Tenth St. The Dalles, OR 97058	Tax Lot 3500 Lot C Port View Addition	14,910.	31,690.	2,531.22
C. Jean Mansfield 1724 E 13th St. The Dalles, OR 97058	Tax Lot 3602 Lot B Port View Addition	6,010.	0.	2,531.22
William J. Walters 2553 E Tenth St. The Dalles, OR 97058	Tax Lot 3603 South 90' of Lot A Port View Addition	14,640.	40,480.	2,811.12

EAST TENTH STREET SANITARY SEWER
THOMPSON STREET EASTERLY 1600'

January 15, 1988

PRELIMINARY STUDY AND REPORT (cont.)

PROPOSED ASSESSMENT ROLL

<u>OWNER & ADDRESS</u>	<u>DESCRIPTION OF PROPERTY</u>	<u>ASSESSED REAL</u>	<u>VALUATION IMPROVEMENTS</u>	<u>PROPOSED ASSESSMENT</u>
	1N-13-2D			
Steven P. Dingman 2543 E Tenth St. The Dalles, OR 97058	Tax Lot 3700 East 85' of Lot 7 South of a line beginning on the East line of Lot 7, 112.18'm/1 North of the S.E. Corner of Lot 7, running thence South 86° 35' W., Block 2, Thompson's Addition	\$12,150.	\$54,950.	\$ 2,531.22
Steven P. Dingman 2543 E Tenth Street The Dalles, OR 97058	Tax Lot 3801 West 85' of Lot 7 South of a line beginning on the East line of Lot 7, 112.18' m/1 North of the S.E. Corner of Lot 7, running thence South 86° 35' W., Block 2, Thompson's Addition	9,240.	590.	2,531.22
James A. Coyle 2529 E Tenth St. The Dalles, OR 97058	Tax Lot 4002 East ½ of the South 125' Lot 6, Block 2, Thompson's Addition	12,560.	63,070.	2,531.22
Milton W. Hopper 7150 Lobisch Center NE Salem, OR 97303	Tax Lot 4003 West ½ of the South 125' Lot 6, Block 2, Thompson's Addition	12,450.	72,730.	2,531.22
The International Church of Foursquare Gospel 2500 Old Dufur Road The Dalles, OR 97058	Tax Lot 4200 Lot 5 and the East 108' Lot 4, Block 2, Thompson's Addition, except Old Dufur Road right-of-way	Not assessable		414.26
Albert E. Bradley 2443 E Tenth St. The Dalles, OR 97058	Tax Lot 4300 West 62' Lot 4, Block 2, Thompson's Addition, except Old Dufur Road right-of-way	11,710.	9,790.	414.26

PRELIMINARY STUDY AND REPORT (cont.)

PROPOSED ASSESSMENT ROLL

<u>OWNER & ADDRESS</u>	<u>DESCRIPTION OF PROPERTY</u>	<u>ASSESSED REAL</u>	<u>VALUATION IMPROVEMENTS</u>	<u>PROPOSED ASSESSMENT</u>
	1N-13-2D			
Joseph Myer 2437 E Tenth St. The Dalles, OR 97058	Tax Lot 4500 East 100' of the South 70' Lot 3, Block 2, Thompson's Addition	\$10,140.	\$ 28,600.	\$ 1,824.18
Darrell R. Leabo 1505 View Court The Dalles, OR 97058	Tax Lot 4600 West 70' of the South 70' Lot 3, Block 2, Thompson's Addition	6,170.	4,900.	1,401.20
Vernie Jarl P.O. Box 691 The Dalles, OR 97058	Tax Lot 4900 East 85' of the South 53' Lot 2, Block 2, Thompson's Addition	5,050.	8,430.	1,612.69
Arthur C. & C. Burslie %Mary Mertz P.O. Box 358 Madras, OR 97741	Tax Lot 5600 East 85' of the North 107' Lot 1, Block 5, Thompson's Addition	12,150.	22,020.	1,612.69
Leroy F. Wiese 2416 E Tenth St. The Dalles, OR 97058	Tax Lot 5700 West 85' of the North 107' Lot 2, Block 5, Thompson's Addition	12,150.	10,740.	1,612.69
Jeremiah E. Crum 2424 E Tenth St. The Dalles, OR 97058	Tax Lot 6000 East 85' of the North 107' Lot 2, Block 5, Thompson's Addition	12,150.	4,920.	1,612.69
Jack DeHart Kenneth S. DeHart 3745 Barrett Drive Hood River, OR 97031	Tax Lot 6100 West 95' of the North 100' Lot 3, Block 5, Thompson's Addition	18,250.	7,690.	1,753.68

EAST TENTH STREET SANITARY SEWER
THOMPSON STREET EASTERLY 1600'

January 15, 1988

PRELIMINARY STUDY AND REPORT (cont.)

PROPOSED ASSESSMENT ROLL

<u>OWNER & ADDRESS</u>	<u>DESCRIPTION OF PROPERTY</u>	<u>ASSESSED REAL</u>	<u>VALUATION IMPROVEMENT</u>	<u>PROPOSED ASSESSMENT</u>
	1N-13-2D			
Clifford D. Duffy 1505 E 19th St. The Dalles, OR 97058	Tax Lot 6200 East 75' Lot 3, except the East 50' of the North 100', Block 5 Thompson's Addition	\$ 9,990.	\$ 3,610.	\$ 1,471.70
Joan L. Hillman c/o First Interstate Bank P.O. Box 541 The Dalles, OR 97058	Tax Lot 6300 East 50' of the North 100' Lot 3, Block 5, Thompson's Addition	8,330.	21,280.	1,119.22
Oregon Dept. of Vet. Affairs %Clyde & Jody Hayes P.O. Box 404 The Dalles, OR 97058	Tax Lot 6400 West 85' of the North 100' Lot 4, Block 5, Thompson's Addition	16,640.	15,930.	1,612.69
Elmore E. Zurflueh 2502 E Tenth St. The Dalles OR 97058	Tax Lot 6500 East 85' of the North 100' Lot 4, Block 5, Thompson's Addition	17,360	26,630.	1,612.69
George O. Perkins 2510 E Tenth St. The Dalles, OR 97058	Tax Lot 6600 West 85' of the North 100' Lot 5, Block 5, Thompson's Addition	16,640.	18,320.	1,612.69
Viola M. Anthony 2516 E Tenth St. The Dalles, OR 97058	Tax Lot 6700 East 85' of the North 100' Lot 5, Block 5, Thompson's Addition	16,640.	20,580.	1,612.69
Donald L. & Sharon Kumm 2540 E Tenth St. The Dalles, OR 97058	Tax Lot 6800 North 100' Lot 7, Block 5 Thompson's Addition	20,000.	76,060.	2,811.12

EAST TENTH STREET SANITARY SEWER
THOMPSON STREET EASTERLY 1600'

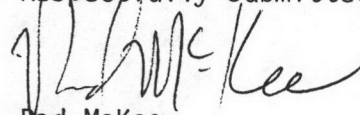
January 15, 1988

PRELIMINARY STUDY AND REPORT (cont.)

PROPOSED ASSESSMENT ROLL

<u>NAME & ADDRESS</u>	<u>DESCRIPTION OF PROPERTY</u>	<u>ASSESSED REAL</u>	<u>VALUATION IMPROVEMENTS</u>	<u>PROPOSED ASSESSMENT</u>
	1N-13-2D			
Barbara DeHart %Merle E. & Janise S. Blackburn 2524 E Tenth St. The Dalles, OR 97058	Tax Lot 6801 West 85' of the North 100' Lot 6, Block 5, Thompson's Addition	\$16,150.	\$69,820.	\$ 1,612.69
Donald L. & S.L. Kumm %William L. & Gladys D. Caddy 2532 E Tenth St. The Dalles, OR 97058	Tax Lot 6802 East 85' of the North 100' Lot 6, Block 5, Thompson's Addition	16,150.	71,150.	1,612.69
Jesse C. Helyer 2601 E 12th St. The Dalles, OR 97058	Tax Lot 6900 North 100' Lot 8, Block 5 Thompson's Addition	46,590.	35,990.	2,811.12
John & Dean Ball 714 Cedar Lane Oregon City, OR 97045	Tax Lot 7000 Lots B and C View Point Addition	16,490.	24,640.	2,529.14
Arthur A. Steele 2616 E Tenth St. The Dalles, OR 97058	Tax Lot 7002 Lot A View Point Addition	11,050.	61,750.	1,471.70
Erna E. A. Keller 1105 Morton The Dalles, OR 97058	Tax Lot 7100 Lots D and E View Point Addition	14,170.	30,460.	<u>2,035.67</u>
TOTAL PROPOSED ASSESSMENT ROLL				<u>\$ 62,234.48</u>

Respectfully submitted,



Rod McKee
City Engineer

RESOLUTION NO. 88- 4

A RESOLUTION AUTHORIZING CITY OFFICERS TO ACT

WHEREAS, the City of The Dalles has prepared applications to the Oregon Community Development Program, Economic Development Department, of the State of Oregon for a grant of \$500,000; and to the Urban Development Action Grant Program of the Department of Housing & Urban Development (H.U.D.) for a grant of \$800,000, said funds to be loaned to a new industry at Port of The Dalles Industrial Center;

WHEREAS, a public hearing was held on January 4, 1988, to consider the proposal;

WHEREAS, it is in the public interest to sign the application forms.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF THE DALLES DOES RESOLVE AS FOLLOWS:

Section 1. Applications Approved

The Oregon Community Development Program, Economic Development Department grant of \$500,000, and the Urban Development Action Grant Program of H.U.D., grant of \$800,000 is hereby approved by the City of The Dalles, subject to agency and City approval of collateral agreements.

Section 2. Officers to Act

The Mayor and such other officers and employees of the City of The Dalles are hereby authorized and instructed to sign the economic development applications on behalf of the City and to do such other acts as are necessary and proper.

DONE AND DATED THIS 18TH DAY OF JANUARY, 1988.

Voting Yes, Councilmembers: CLARK, PHILLIPS, PROBSTFIELD AND WILL

Voting No, Councilmembers: NONE

Absent, Councilmembers: (Council Seat, Ward I - Vacant)

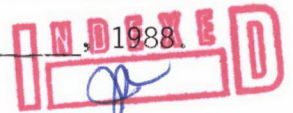
Abstaining, Councilmembers: NONE

AND APPROVED BY THE MAYOR THIS 18TH DAY OF JANUARY, 1988.

John Mabrey
John Mabrey, Mayor

ATTEST:

Barbara Schroeder
Barbara Schroeder, City Clerk



RESOLUTION ADOPTING A PROCEDURE
FOR HIRING A CITY MANAGER

WHEREAS, the City of The Dalles, hereafter referred to as the City, needs to employ a City Manager; and

WHEREAS, the City wishes to establish a process which would insure obtaining the services of a highly qualified and experienced manager; and

WHEREAS, the City wishes to use the services of the League of Oregon Cities to assist them in the hiring process; and

WHEREAS, the City wishes to establish a process whereby the public will have input into that process; and

WHEREAS, the City wishes to advertise the position to obtain as many candidates as possible; and

WHEREAS, the City wishes to conduct certain interviews, discussions and deliberations in Executive Session pursuant to the authority of Oregon Revised Statutes 192.660 (1)(a); and

WHEREAS, the City Council held a public hearing on January 11, 1988 and received the public input and comment necessary to comply with said statute;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL:

Section 1. Advertisement of Position of City Manager.

The position of the City Manager for the City shall be advertised with the salary range and application deadline as set out in Exhibit "A" attached hereto and made a part hereof by this reference.

Such advertisement shall be placed in the Western Cities Magazine, League of Oregon Cities Bulletin, International City Manager's Bulletin, the Oregonian and The Dalles Chronicle.



Section 2. Profile of the City of The Dalles.

A profile of the City of The Dalles shall be compiled. This profile shall be furnished to the potential candidates. Such profile is attached as Exhibit "B" and by this reference incorporated.

Section 3. Profile of Requirements.

A profile of the type of individual and requirements that the City desires in a City Manager shall be compiled. Such profile shall be used by the City Council and the League of Oregon Cities in their screening of applicants. Such profile is attached as Exhibit "C" and by this reference incorporated.

Section 4. Screening of Applicants.

The League of Oregon Cities shall be used as the entity which shall screen all the applications and compile a list of the top candidates to be submitted to the City Council in Executive Session. The Screening Committee shall select the candidates for possible interview and the League shall conduct confidential background investigations of such candidates for possible interview and the League shall conduct confidential background investigations of such candidates. The League shall report on the background investigations to the City Council in Executive Session.

Section 5. Screening Committee.

A Screening Committee shall be established consisting of five (5) members of the public, the City Councilmembers and the Mayor. The Mayor, with consent of the Council, shall appoint the public members of the Committee. The Committee shall screen the applicants received by the Council from the League of Oregon Cities and determine the candidates for possible interview.

Section 6. Conducting of Interviews.

The City Council shall conduct interviews with the selected candidates in Executive Session.

Section 7. Appointment of New City Manager.

After discussion in Executive Session the Council, in open public session, shall make a decision to appoint the new City Manager. Such appointment should be made no later than June 15, 1988.

DONE AND DATED THIS 11TH DAY OF JANUARY, 1988.

Voting Yes, Councilmembers: PHILLIPS, CLARK, WILL AND PROBSTFIELD

Voting No, Councilmembers: NONE

Absent, Councilmembers: (COUNCIL SEAT, WARD I - VACANT)

Abstaining, Councilmembers: NONE

AND APPROVED BY THE MAYOR THIS 11TH DAY OF JANUARY, 1988.

ATTEST:

Barbara Schroeder
Barbara Schroeder
City Clerk/Treasurer

John Mabrey
John Mabrey, Mayor

CITY MANAGER. The Dalles (Oregon) is seeking a dynamic individual with vision and proven skills in building community support and image; a motivator with demonstrated performance in budget and financial planning; an innovator in personnel management and community relations!

Live in a tremendous recreational region in The Columbia River Gorge National Scenic Area with skiing, hunting, fishing and wind surfing; less than 15 inches annual rainfall. Full service city of 10,600; Salary 35,000 - 45,000 DOQ; generous benefit package; 86 employees; 10.4 million annual budget; responsible to mayor and 5 member council. Current manager retiring after 20 years of service. Bachelor's degree required with five years' management experience preferred. Feel challenged? Send resume, including references, salary history and expectations to: The Dalles Recruitment, P.O. Box 908, Salem, Oregon 97308 by February 29.

EXHIBIT "A"

THE DALLES COMMUNITY PROFILE

Location & Climate

At the center of the Columbia Gorge region of Oregon and Washington, The Dalles is the retail and services hub for a two state, five-county area. Located on the Columbia River, The Dalles is positioned in the north-central region of Oregon. The metropolitan area of Portland is just over an hours drive via west bound Interstate 84.

The climate of The Dalles is moderated by the influence of marine air from the Pacific Ocean, which is 190 miles away. Precipitation annually averages 14.51 inches, and elevation varies from 75 to 750 feet. This semi-arid climate has approximately 211 growing season days and an average of 210 clear to partly clear days per year.

The Community & Its Services

The Dalles has a council manager form of government with mayor, five council members and a city manager. It is a home-rule entity with all local authority except where specifically forbidden by state law.

A full service police department serves the city with a force totalling 15 members. The Dalles has a 24 hour emergency dispatch and 911 emergency telephone response for police, fire, and other emergency services. The city contracts with Wasco County for jail services.

Ambulance services are provided by the fire department and include three emergency medical technician crews. Heavy duty rescue equipment is also available. Total firefighting personnel include 30 paid and volunteer persons, with back up service from Wasco Rural Fire Department.

The Port of The Dalles is actively marketing property in a new industrial center being annexed by the City.

Housing: The Dalles, incorporated in 1857 and one of the oldest cities in the Northwest, has excellent examples of early architecture, including the Victorian era. A wide range of alternatives are offered in style, age, cost and surroundings. Housing costs in The Dalles are relatively low. A typical new 1,100 square foot to 1,200 square foot home on a serviced lot sells for approximately \$52,000. Better condition older homes range from \$40,000 to \$50,000. Executive homes with many amenities are rarely priced over \$115,000.

Apartments are also available and reasonably priced. The average monthly rental cost for a two bedroom apartment in this area is \$245. Many lots in the surrounding area are available for custom home building.

Education: Two public school districts serve the area. Combined, these districts provide four elementary, two junior high, and two high schools. Each school offers a full curriculum preparing students for additional training in vocational or professional skills. Four privately operated schools with religious affiliation are also located here.

Higher education is available through Treaty Oak Community College. Part of Oregon's extensive community college system, Treaty Oak provides the first two

years of college or university academic programs. Two-year degrees and one-year certificates are also offered in vocational and technical programs, as well as continuing education courses.

Health Care: Mid-Columbia Medical Center is a 125-bed, acute care, state-of-the-art, Joint Commission on Accreditation of Health Care Organizations (JCAHO) accredited hospital. Services available include: 24-hour Physician Staffed Emergency Department; Visiting Home Health Services Program; Ultrasound; Nuclear Medicine; CT Scan; Women's Health Clinic - Mammography and Osteoporosis Screening; Same Day Surgery Unit.

Board certified physicians on the hospital staff specialize in such areas as family/general practice; internal medicine; radiology; general, vascular and thoracic surgery; pediatrics; ophthalmology; orthopedics; otolaryngology; urology; anesthesiology; obstetrics/gynecology; pathology; cardiology; dermatology; allergy; oncology; neurology and gastroenterology.

Mid-Columbia Medical Center was expanded and completely remodeled in 1983. The hospital services the entire Mid-Columbia Region.

Seven individual clinics offer family practice and twenty-two dentists are in private practice. The Mid-Columbia Center for Living serves a three-county area and provides social and mental health service and care.

Demographics & Labor Supply

Population within the city limits of The Dalles is approximately 11,000 people. The retail and service area for The Dalles has an approximate population of 64,000. Within less than a 90 minute drive is the Portland metropolitan area that has an estimated population of 1.3 million.

Of the 64,000 people in The Dalles market area, 31,500 are employed. The average worker is 25 to 44. A statistical survey shows that 51% of the work force has a college or graduate degree and 95% have graduated from high school. Over 31% of this labor force is involved in a service-related industry. The actual labor force for The Dalles labor area fluctuates around 11,200 persons. Because of the cyclical agricultural industry, this area has an underutilized secondary labor force that is available to provide a stable and ready source of employees. The service and other complimentary industries provide a stable base for industry to grow upon.

Employee training in The Dalles area is available through two sources: Mid-Columbia Employment and Training (JPTA) and Treaty Oak Community College Service District. Both offer a wide variety of resources for local employers.

Transportation & Utilities

Rail: Passenger service is provided by AMTRAK with daily service between Portland and Salt Lake. Freight Service is provided by Union Pacific, Burlington Northern and Southern Pacific rail lines.

Highways: The junction of U.S. 197 and Interstate 84 makes The Dalles a hub of transcontinental and border to border highways. Five motor freight trucking firms serve The Dalles and move merchandise and goods to and from any continental point.

River: The Dalles area is served by all major Columbia River transportation companies. Capabilities exist for bulk commodities. Both downriver and upriver ports are accessible via the year-around Columbia River waterway. Currently the area primarily generates outbound traffic of wheat and wood chips.

Air: Local charter air service is available at The Dalles Municipal Airport located across the Columbia in Dallesport, Washington. Commercial and international air service is available at the Portland International Airport 80 miles to the west. All major U.S. and west coast airlines serve the Portland area.

Bus: Greyhound and Trailways bus lines serve The Dalles.

Utilities: Water and sewer services are provided by the City of The Dalles and have been designed to meet future, as well as current needs. Northern Wasco County PUD supplies electrical energy to The Dalles and surrounding areas. Natural gas is supplied by Northwest Natural Gas Company. Telephone service is provided by United Telephone Company.

Recreation

Some of the nation's greatest outdoor recreation opportunities are available in The Dalles. The Dalles is the eastern gateway to the Columbia River Gorge National Scenic Area, and is close to the Cascade Mountains.

Boating, white water rafting, water skiing, and wind surfing are all accessible either at the Columbia or Deschutes Rivers. Major tributaries and backwaters to the Columbia River provide excellent trout and other game fishing opportunities. Elk, deer, waterfowl and game bird hunting attract many sportsmen each year. The community's location offers many hiking and camping opportunities.

The five public parks within the city limits have facilities that include picnic areas, tennis courts, playgrounds and one Olympic size swimming pool. In addition to tennis, the Mid-Columbia Athletic Club offers racquetball, weight rooms, saunas, jacuzzis and swimming. A challenging nine-hole golf course is available at The Dalles Country Club. The course is rated as one of the top five nine-hole courses in Oregon.

Local history plays an important role in The Dalles. Originally, The Dalles was the end of The Oregon Trail. This area offers many historical siteseeing stops, such as Fort Dalles Museum, St. Peter's Landmark Church, and many beautifully restored historic homes to remind the visitor of earlier days. Diversity and availability are the best words to describe this area's recreation.

CITY OF THE DALLES
CITY MANAGER PROFILE

I. ADMINISTRATIVE ABILITY

Demonstrated performance in managing and organizing municipal departments or a multi-functional organization; well-organized; good oral and written communication skills; dedicated to continuing education for personal growth and development; broad conceptual skills.

Ability to: instill a "team" spirit and motivate staff; develop, present and implement innovative ideas for managing a multi-functional organization.

II. BUDGET AND FINANCE

Overall knowledge of municipal budgeting laws; good background in financial matters pertaining to managing budget of several million.

Ability to: develop alternate forms of financing city functions and projects; grants development, procurement and administration.

III. PERSONNEL ADMINISTRATION

General overall knowledge of personnel and labor laws as pertaining to cities; a personality which generates respect from and motivates employees; firm and fair treatment of staff.

Ability to: communicate city goals and needs to employees; delegate responsibility; earn and maintain respect of employees; develop and maintain a thorough, effective performance evaluation system.

IV. COMMUNITY RELATIONS

Dedicated to and experienced in building good public relations throughout the community; maintain high visibility and profile in the community; consensus building skills; a personality that has earned and maintained the respect of the citizens; open and honest with citizens.

Ability to: work with and understand the business community; solve citizen problems with fairness and in a courteous and timely manner; build a community image for good first impression to tourists and newcomers; develop new partnerships to solve old problems; communicate the need for and generate citizen involvement; facilitate special interest groups; develop a program to maintain the quality of life while melding that life with growth and development; bring a challenge to the city and its citizens; work with diverse groups to build consensus and assist them in working toward a common goal.

V. COUNCIL RELATIONS

Open and honest with council; enthusiastic about the job; consensus building skills.

Ability to: objectively present all sides of an issue; keep council well informed on a regular basis; prepare good agendas for meetings with all background material needed for making decisions; carry out council directions and goals in a timely manner; research new ideas for presentation to council.

VI. INTERGOVERNMENTAL RELATIONS

Experience researching and implementing combined city/county services.

Ability to: work well with other governmental bodies; look for ways for cooperative efforts among various governmental bodies; use resources of other agencies to benefit the city and the community; share resources; develop new partnerships to solve old problems.

VII. INNOVATION AND ACHIEVEMENT

Be creative and aggressive in seeking solutions to city problems; open to new ways of doing business; foresight and vision; experience in facing and finding solutions to community and economic problems.

VIII. OTHER

Some experience in downtown and economic development; high profile and visibility; risk taker; ability to deal with frustration.

IX. EDUCATION AND EXPERIENCE

Bachelor's Degree
Five years management experience

RESOLUTION NO. 88 - 2

A RESOLUTION ADOPTING AN AFFIRMATIVE ACTION PROGRAM

WHEREAS, an affirmative action plan is consistent with the City equal employment opportunity policy; and

WHEREAS, the City Council of the City of The Dalles deems it in the best interest of the citizens of The Dalles to adopt an affirmative action plan;

NOW THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

Section 1: Affirmative Action Plan Approved

City of The Dalles Affirmative Action Plan, a copy of which is attached hereto and by this reference made a part hereof, is hereby approved by the City of The Dalles.

Section 2: Officers to Act. The Mayor, City Clerk, and other officers and employees of the City of The Dalles are hereby authorized to implement the plan and to do such other acts as are necessary and proper.

DONE AND DATED THIS 4TH DAY OF JANUARY, 1988.

Voting Yes, Councilmembers: PROBSTFIELD, WILL, PHILLIPS

Voting No, Councilmembers: NONE

Absent, Councilmembers: CLARK; COUNCIL SEAT, WARD I - VACANT

Abstaining, Councilmembers: NONE

AND APPROVED BY THE MAYOR THIS 4TH DAY OF JANUARY, 1988.

John Mabrey
John Mabrey, Mayor

ATTEST:

Barbara Schroeder
Barbara Schroeder
City Clerk/Treasurer



CITY OF THE DALLES AFFIRMATIVE ACTION PLAN

The following will be carried out in accordance with applicable state and federal laws, and the City Equal Employment Opportunity policy.

Internal Activities

- Provide information and training to supervisors and other employees on applicable local, state and Federal Equal Employment Opportunity and Affirmative Action requirements/recruitment procedures.

Recruitment

- All newspaper advertisements and applications for employment will contain the language that the City is an Equal Opportunity Employer.
- The City will maintain a contact list for outreach in the relevant recruitment area (current contacts are provided elsewhere in this plan).
- Native Americans and Hispanics are the two largest racial minorities in The Dalles. After consulting with the local State Employment Office and representatives of minority organizations in the region, recruitment will be carried out in the following manner:
 - The State Employment Division Office in The Dalles has been asked to aggressively seek minority applicants for City positions.
 - Positions will be advertised at the Treaty Oak Community College Placement Office with the request that a special effort will be made to recruit minority applicants.
 - Hispanics will be encouraged to apply for positions by advertising them on the Ahora La Latina program on station KIHR in Hood River.
 - Native Americans will be encouraged to apply for positions by advertising them with the Tribal Employment Rights Office of the Yakima Indian Nation and Employment Services of the Confederated Tribes in Warm Springs.
- Professional and managerial positions will be advertised in the Oregonian newspaper. This is recognized as the major regional media source of job openings.

Hiring

- No questions in any test, or any application form shall be framed as to attempt to elicit information concerning race, color, religion, national origin, sex or age.
- Decisions will be based on experience, education, and other qualifications in the written job description.

Development of Goals

- The City will assess the ability to provide employment opportunities to minorities by reviewing patterns of vacancies and available data on minority population/work force in the area.

Adopted by The Dalles City Council on January 4, 1988.

AFFIRMATIVE ACTION CONTACT LIST

Diego Leon*
Employment Division, State of Oregon
700 Union Street
The Dalles, OR 97058 296-9055

Tribal Employment Rights Office
Yakima Indian Nation
P.O. Box 151
Toppenish, WA 98948 1 (509) 865-5121

Mian Gabriel
Director of Employment
Employment Services
Confederated Tribes
Box C
Warm Springs, OR 97761 553-1161

Treaty Oak Community College
Placement Office
300 E 4th Street
The Dalles, OR 97058 296-6182

*He can put job advertisements on KIHHR's Ahora La Latina program. He is also the contact person for hispanic job seekers in The Dalles.

RESOLUTION NO. 88 - 1

A RESOLUTION APPROVING AN AGREEMENT BETWEEN
THE CITY OF THE DALLES AND M-K DRILLING

WHEREAS, at the special City Council meeting of December 28, 1987, the Council authorized the City Engineer to call for bids for the Kelly Avenue Landslide Dewatering Project; and

WHEREAS, M-K Drilling was the low bidder; and

WHEREAS, it is in the public interest to execute a Notice of Award and Contract between the City of The Dalles and M-K Drilling to complete the Kelly Avenue Dewatering Project.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

Section 1: Contract Approved. The Contract between the City of The Dalles and M-K Drilling for completing the Kelly Avenue Dewatering Project is hereby accepted and approved.

Section 2: Officers to Act. The Mayor, City Clerk and such other officers and employees of the City of The Dalles are hereby authorized to sign the Kelly Avenue Dewatering Contract and to do such other acts as are necessary and proper.

DONE AND DATED THIS 4TH DAY OF JANUARY, 1988.

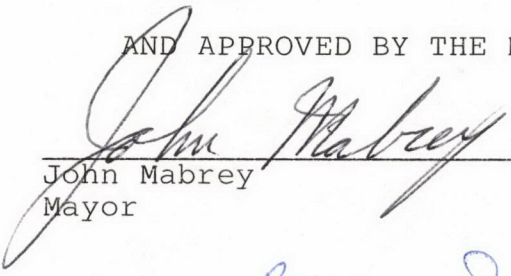
Voting Yes, Councilmembers: Phillips, Will, Clark and Probstfield

Voting No, Councilmembers:

Absent, Councilmembers:

Abstaining, Councilmembers: Clark; Council Seat, Ward I - Vacant

AND APPROVED BY THE MAYOR THIS 4TH DAY OF JANUARY, 1988.



John Mabrey
Mayor

ATTEST:



Barbara Schurde