

RESOLUTIONS (COND'T)

88-080	10-03-88	A resolution authorizing the City Manager to sign a memorandum of understanding and intergovernmental cooperation agreement between the City of The Dalles and The City of Portland.
88-081	10-03-88	A resolution supporting the regional economic development strategy for North Central Oregon.
88-082	10-03-88	A resolution approving a training program with Portland Community College and authorizing City Manager to enter into agreements.
88-083	10-03-88	A resolution approving the items on the consent calendar and authorizing City Officers to sign contract documents.

RESOLUTIONS (COND'T)

88-073	09-19-88	A resolution authorizing ratification of an award of a painting contract to Fisher Painting and Drywall General Contractors, Inc. and authorizing payment thereof.
88-074	10-03-88	NOT ADOPTED -- resolution declaring real property to be surplus and authorizing the sale of same.
88-075	09-19-88	A resolution establishing October 19 at 7:00 p.m. as the date and time of a special City Council meeting to authorize issuance and sale of advance refunding of bonds, appointing an eascrow agent and approving a bond purchase agreement.
88-076	09-19-88	A resolution approving rates and charges for taxicabs operating within the City of The Dalles by Arthur J. Marchand D/B/A C.R.S.P. Taxi.
88-077	09-19-88	A resolution approving the items on the consent calendar and authorizing City Officers to sign contract documents.
88-078	09-19-88	A resolution approving of a plan of advance refunding the General Obligation Water Bonds of 1980; Authorizing submittal of the advance refunding plan to the State Treasurer for approval; Authorizing the issuance and sale of advance refunding bonds subject to City Council approval; Authorizing transfer of unexpended bond proceeds to Capital Improvement Fund.
88-079	10-03-88	A resolution adopting a revised mission statement for The City of The Dalles/Wasco County Library.

RESOLUTIONS (COND'T)

88-065	08-15-88	A resolution approving an agreement between The City of The Dalles and Mid-Columbia Paving Co.
88-066	09-06-88	A resolution amending the lease to the portion of the building located at 207 Laughlin Street currently leased to Matthew Distributing, Inc. and authorizing the subletting of a portion thereof.
88-067	09-06-88	A resolution calling an election for the establishment of an increased tax base for The City of The Dalles.
88-068	09-06-88	A resolution approving the items on the consent calendar and authorizing City Officers to sign contract documents.
88-069	09-19-88	A resolution declaring surplus property and authorizing The City of The Dalles Police Department to effect a trade of the surplus Thompson Submachine Gun and two Colt M-16 rifles for new weapons.
88-070	09-19-88	Resolution authorizing City Officers to enter into an intergovernmental agreement with the United States of America represented by the U.S. Army Engineer district to provide ambulance service to The Dalles Lock and Dam Project.
88-071	10-03-88	A resolution authorizing the City of The Dalles to enter into an agreement with D & K Enterprises for janitorial services for City Hall.
88-072	09-19-88	A resolution authorizing The City Of The Dalles to enter into an agreement with the Wasco County Sheriff's Department as a cost and spending amount not to exceed \$3,500.00 to provide Municipal Watershed Security.

RESOLUTIONS (COND'T)

88-053	08-01-88	A resolution approving change order #4 for the Kelly Avenue Dewatering Wells Pump Installation Contract No. 88-013 with Scheider Equipment, Inc.
88-054	08-01-88	A resolution adopting the City Council's 1988-89 goals.
88-055	08-01-88	A resolution adopting the City Council's 1988-89 expectations.
88-056	08-01-88	A resolution in support of a teen outreach center in the City of The Dalles.
88-057	08-15-88	A resolution approving the items on the consent calendar and authorizing City Officers to sign contract documents.
88-058	VOID	
88-059	08-15-88	A resolution approving additional charges to Gregor Professional Corporation for the fiscal year 1986-87 audit.
88-060	08-15-88	A resolution authorizing City Officers to act.
88-061	08-15-88	A resolution approving an agreement with The Dalles Employees Association, Oregon Public Employees Union, Seiu Local 503, AFL-CIO, CLC
88-062	08-15-88	A resolution adopting a deferred compensation plan administered by the ICMA Retirement Corporation.
88-063	08-15-88	A resolution authorizing officers to act.
88-064	08-15-88	A resolution approving of advice refunding of the General Obligation Water Bonds of 1980; authorizing submittal of an advance refunding plan to the State Treasurer for approval; and designating bond counsel, underwriter and financial advisor.

1988 RESOLUTIONS (CONT'D)

88-044	07-05-88	A Resolution approving change order #2 for the Kelly Avenue Dewatering Wells Pump Installation Contract #88-013 with Schneider Equipment, Inc. and approving partial payment for work completed.
88-045	VOID	
88-046	07-05-88	A Resolution authorizing officers to act.
88-047	07-12-88	A Resolution adopting the 1988-89 Budget of the City of The Dalles, levying taxes and appropriating funds therefore nunc pro tunc for the City Council action taken June 20, 1988.
88-048	07-18-88	A Resolution approving the items on the consent calendar and authorizing city officers to sign contract documents.
88-049	07-18-88	Resolution approving the contract (No. 88-015) for the 1988 computer aided mapping program for the City's sewer mapping system with Engineering and Design Associates, Inc. and authorizing City officers to sign.
88-050	07-18-88	A resolution authorizing City of The Dalles to enter into an agreement with Fred Schenk at cost and expending an amount not to exceed \$20,000.00 to cover costs of operating the weed abatement program.
88-051	08-01-88	A resolution approving the items on the consent calendar and authorizing City Officers to sign contract documents.
88-052	08-01-88	A resolution approving change order #3 for the Kelly Avenue Dewatering Wells Pump Installation Contract #88-013 with Schneider Equipment, Inc.

RESOLUTION NO. 88-83

A RESOLUTION APPROVING THE ITEMS ON THE
CONSENT CALENDAR AND AUTHORIZING CITY
OFFICERS TO SIGN CONTRACT DOCUMENTS

WHEREAS, certain business items of a routine nature are periodically brought before the City Council for action; and,

WHEREAS, the City Council desires to conduct its meetings in an efficient and effective manner; and,

WHEREAS, the City Council desires to dispose of routine matters so that the Council may focus its attention on the major policy issues facing the community; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL:

Section 1. Items Approved. The items appearing on the Consent Calendar are hereby approved:

1. Consent Calendar Resolution for Council action.
2. Approval of the September 19, 1988 regular City Council meeting minutes.
3. Resolution No. 88-71 authorizing City Officers to enter into an agreement with D & K Enterprises to provide janitorial service to City Hall.

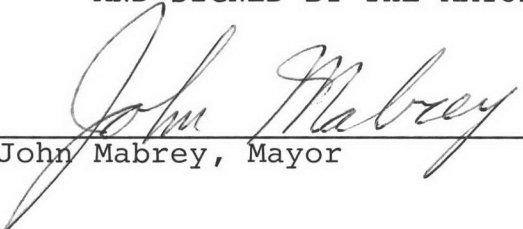
Section 2. Officers to Act. City Officers are hereby authorized to sign contract documents and do such other acts as are necessary and proper.

PASSED AND ADOPTED THIS 3RD DAY OF OCTOBER, 1988.

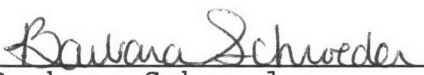


Voting Yes, Councilmembers: Clark, Will, Phillips, Probstfield, Spadt
Voting No, Councilmembers: None
Absent, Councilmembers: None
Abstaining, Councilmembers: None

AND SIGNED BY THE MAYOR THIS 3RD DAY OF OCTOBER, 1988.



John Mabrey, Mayor

ATTEST: 

Barbara Schroeder
City Clerk

RESOLUTION NO. 88 - 82

A RESOLUTION APPROVING A TRAINING PROGRAM
WITH PORTLAND COMMUNITY COLLEGE AND AUTHORIZING
CITY MANAGER TO ENTER INTO AGREEMENTS

WHEREAS, Portland Community College District has requested the City of The Dalles through its Wastewater Treatment Plant provide technical training to students from the college; and

WHEREAS, Portland Community College District is willing to pay \$112.00 per student per month for such training; and

WHEREAS, the Wastewater Treatment Plant has a training program available which can be administered by existing personnel; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

Section 1. The Wastewater Treatment Division of the Utilities Department is hereby authorized to provide a 12 month technical training program for students of Portland Community College.


Section 2. The City Manager is hereby authorized to sign such agreements as are required from time to time to provide the training program to each individual student and the officers and employees of the City of The Dalles are hereby authorized to do such other acts as are necessary and proper to carry out the training program.

PASSED AND ADOPTED BY THIS 3RD DAY OF OCTOBER, 1988.

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



AND APPROVED BY THE MAYOR THIS 3RD DAY OF OCTOBER, 1988.



John Mabrey, Mayor

ATTEST:



Barbara Schroeder, City Clerk

RESOLUTION NO. 88-81

A RESOLUTION SUPPORTING THE REGIONAL ECONOMIC
DEVELOPMENT STRATEGY FOR NORTH CENTRAL OREGON

WHEREAS, the Counties of Wasco, Gilliam, Sherman, and Wheeler have prepared a regional strategy for submission to the State of Oregon which addresses legislative objectives for the program; and

WHEREAS, the City Council has reviewed this strategy; and

WHEREAS, the "Regional Tourism Development" strategy advances The Dalles area objectives for waterfront access and visitor facility improvement; and

WHEREAS, State funding of the Wasco County project would result in the implementation of an existing development plan for Riverfront Park in the City of The Dalles; and

WHEREAS, the City Council is in full support of the completion of Riverfront Park and the other Short List projects in the regional strategy document; NOW, THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL that the City of The Dalles supports the Regional Economic Development Strategy for North Central Oregon and requests that approval be given by the State of Oregon.


PASSED AND ADOPTED THIS 3RD DAY OF OCTOBER, 1988.

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

AND APPROVED BY THE MAYOR THIS 3RD DAY OF OCTOBER, 1988.



JOHN MABREY, MAYOR

ATTEST: 

BARBARA SCHROEDER, CITY CLERK



RESOLUTION NO. 88 - 80

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN A MEMORANDUM OF UNDERSTANDING AND INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE CITY OF THE DALLES AND THE CITY OF PORTLAND.

WHEREAS, the City of The Dalles has been requested by the City of Portland to assist with the International Association of Chiefs of Police Conference; and

WHEREAS, the City of Portland has requested that the City of The Dalles enter into a cooperation agreement with the City of Portland; and

WHEREAS, the cooperation agreement should be signed by the City Manager as representative of the City of The Dalles;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL that the City Manager is authorized to sign the Memorandum of Understanding and Intergovernmental Cooperation Agreement with the City of Portland.

PASSED AND ADOPTED THIS 3RD DAY OF OCTOBER, 1988.

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

AND APPROVED BY THE MAYOR THIS 3RD DAY OF OCTOBER, 1988.



JOHN MABREY, MAYOR

ATTEST:



BARBARA SCHROEDER, CITY CLERK



MEMORANDUM OF UNDERSTANDING

and

INTERGOVERNMENTAL COOPERATION AGREEMENT

IACP CONFERENCE - 1988

PARTIES: City of Portland, Oregon (hereinafter referred to as "Host City")

and the

State of Oregon and political subdivisions and public bodies thereof and other governmental entities which operate law enforcement units which agree to support operational requirements of the 1988 IACP Conference (hereinafter referred to individually and collectively as "Supporting Agency")

RECITAL:

The IACP Conference is a regional event requiring law enforcement services and support beyond the capacity of a single law enforcement unit. Oregon Chiefs of Police and other law enforcement executives have pledged operational support to the Conference, to be provided pursuant to understandings hereinafter set forth.

IT IS AGREED:

1. EQUIPMENT. Supporting Agency will provide by loan or otherwise equipment and other physical assets described in Appendix A attached hereto. The commitments set forth in Appendix A will be incorporated in the logistics support (S-4) annex to the Conference Operation Order, and may be amended periodically as required by the S-4 Chief Staff Officer and the Supporting Agency Chief.

2. PERSONNEL. Supporting Agency will detail personnel in support of conference operations in numbers and capacities and at times set forth in Appendix B, attached hereto. The Commitments set forth in Appendix B to this Agreement will be incorporated in the personnel (S-1) annex to the Conference Operation Order, and may be amended periodically as required by the S-1 Chief Staff Officer and the Supporting Chief. The S-1 Chief Staff Officer will schedule and assign

duty as well as free time for conference attendance based upon information set forth in Appendix A. Assignments will be confirmed in writing prior to the IACP Conference. Assignments may be modified through trades between similarly qualified personnel. Supporting Agency will exercise its best efforts to insure that detailed personnel or a replacement reports at the time and place designated by the S-1 Chief Staff Officer.

(A) PERSONNEL UTILIZATION. Personnel will be assigned and utilized in accordance with knowledge and abilities, and within any restriction expressed by the Supporting Agency Chief in Appendix B, to every extent operationally possible.

(B) SWORN UTILIZATION. Uniform personnel may be assigned to security and/or law enforcement assistance in direct support of an on-duty Portland Police Officer. Except in emergency requiring an immediate response of personnel present upon a scene, such assignment shall relate generally to unique needs of the IACP Conference and not the law enforcement service needs of the Host City, and shall be pursuant to this Agreement. No part of the execution of such assignment shall be under the terms of any mutual aid agreement or similar practice, whether express or implied. It is understood that sworn personnel from Supporting Agencies shall have and be able to exercise all of the powers of a police officer as provided in Oregon law, and that all immunities from liability and exemptions from laws, ordinances and regulations which the law enforcement officers employed by the Supporting Agencies have in their own jurisdiction shall be effective within the Host City, unless otherwise prohibited by law.

(C) HOURS OF DUTY. Regular employees of a Supporting City may serve in a paid-on-duty capacity, in a volunteer capacity, or both. They may serve in a uniformed or limited plain clothes capacities as required and requested by the S-1 Chief Staff Officer. Hours of work of personnel assigned to support the Conference who are in a paid status will be limited to every extent possible to insure, except an emergency, that the assignment does not extend beyond the regular hours of work described in Appendix B to this Agreement.

(D) FLSA IMPLICATIONS: It is understood that regular employees who desire to volunteer may do so without creating an FLSA overtime liability, because the work to be performed as a volunteer within the Host City is performed for the benefit of a public agency other than the supporting Agency employer which authorizes and details such volunteer service.

The Host City assumes no responsibility for contract or FLSA overtime of personnel detailed. Supporting Agency may choose to utilize a waiver for employees who volunteer, which might provide:

"I hereby volunteer to support the IACP Conference by serving the City of Portland and the IACP Conference Commander in any capacity assigned, including VIP or facilities protection, host officer/hospitality officer, dignitary driver, executive protection, or a staff/support services role. In so doing I understand that I am volunteering my services to the City of Portland. I do so freely without promise, expectation or receipt for services rendered in a volunteer capacity, in order to support, participate in and be able to attend the IACP Conference. For these reasons, I understand that I need not be paid for services I perform voluntarily during my off-duty time."

(E) BENEFITS. The City will provide supporting personnel with identification which will entitle each volunteer to attend conference meetings and functions and the law enforcement trade show at times which do not conflict with duty assignments.

(F) WEAPONS. Each duty assignment will be designated as "armed" or "unarmed" by the S-1 Chief Staff Officer. Strict security measures preclude any person from attending any conference function or facility while armed unless specifically authorized and identified by the S-1 Staff Officer, pursuant to authority of the Operational Commander. Supporting Agencies should insure that all personnel are aware of and abide by this restriction.

3. RELATIVE RESPONSIBILITIES.

(A) PROPERTY AND EQUIPMENT. All loaned property and equipment shall be clearly marked identifying the owner, and shall be receipted for by the S-4 Logistics Chief Officer. The S-4 Logistics Chief Officer shall implement property accountability procedures to insure that all loaned equipment is appropriately safeguarded at all times.

Supporting Agency shall designate in Exhibit A the replacement value of loaned equipment, the control of which will be relinquished to host City for all or any

portion of the Conference. Host City shall obtain a policy of insurance or otherwise self-insure against risks of loss and damage which might occur during the period such equipment is under the control and constructive custody of Host City, measured from the time it is received by the S-4 logistics Chief Officer until the time it is returned to a representative of the Supporting Agency. Host City will accept responsibility for repair or replacement of equipment set forth in Exhibit A to damage or loss, whichever is less. Provided however the Host City may communicate a limitation on this obligation in writing delivered to the Supporting Agency prior to October 12, 1988. This paragraph shall not apply to any risk of loss to which any other policy of insurance (except municipal self-insurance) applies.

(B) COMMAND RESPONSIBILITY. All supporting personnel shall be subject to the control, command and direction of the IACP Commander and subordinate commanders during all periods of duty.

(C) COSTS AND TRAVEL EXPENSES. Costs of materials, supplies and reasonable subsistence and travel expense incurred by supporting personnel shall be borne by Supporting Agency. No party to this Agreement shall be compelled to reimburse any other party for any cost incurred in the performance of this Agreement, except as specifically provided for.

(D) WORKERS' COMPENSATION. Each Supporting Agency shall protect supporting personnel by workers' compensation insurance which meets the requirements of Oregon law.

(E) LIABILITY INSURANCE. Each Supporting Agency shall maintain in full force and effect adequate public liability and property damage insurance or self-insurance to cover any claims which may arise by virtue of supporting services.

4. HOLD HARMLESS. Each party assumes sole responsibility for the torts of its own personnel and agrees to hold each other party to this Agreement harmless from liability arising from the acts or omissions of personnel affiliated with such party.

5. RELATIONSHIPS AMONG SUPPORTING AGENCIES. For purposes of paragraphs 3 and 4 of this Agreement, every Supporting Agency agrees that these paragraphs extend to every other Supporting Agency which enters into this Agreement with the Host City.

6. TERMINATION AND EFFECT. This Agreement constitutes a memorandum of understanding and a commitment to provide the support offered by Supporting Agency and accepted and relied upon by Host City. No claim may be brought by Host City for a failure to provide all or part of the assistance offered and agreed upon herein, or offered and accepted subsequent to the date of this Agreement.

This Agreement shall continue in force and effect until all matters between Host City and Supporting Agency or between Supporting Agency and another Supporting Agency are resolved.

EXECUTED ON THE DATES SET FORTH BELOW.

CITY OF PORTLAND
Portland Police Bureau

Richard Walker, Chief of Police

By:

DATE: _____

By:

DATE: _____

Supporting
Agency:

City/Department

APPENDIX A
IACP MOU/ICA

SUPPORTING AGENCY:

SUPPORTING CHIEF:

Business Phone:

Direct Phone:

Pager:

Home Phone:

SUPPORTING AGENCY WILL PROVIDE THE FOLLOWING LOGISTICAL SUPPORT:

APPENDIX A

APPENDIX B
IACP MOU/ICA

SUPPORTING AGENCY:

SUPPORTING CHIEF:

Business Phone:

Direct Phone:

Pager:

Home Phone:

SUPPORTING AGENCY WILL DETAIL THE FOLLOWING PERSONNEL:

Personnel By Name^{1/}

Hours Available
For Assignment^{2/}

Capacity^{3/}

APPENDIX B

[Instructions Attached]

APPENDIX B INSTRUCTIONS

To insure uniformity, each Supporting Agency is requested to provide information in each Appendix B Column in accord with the following notes:

1/ List personnel, last name first, in groups which are separated by day of the Conference. Days are October 14 through October 20, 1988.

2/ Set forth hours of availability for commencement for an 8-hour tour of duty in Portland. For example, "0800 - 1400" indicates that the person is available to begin work at any time during the period and an 8-hour shift for such person could extend to 2200.

3/ To assist in assignment, describe each person with any of the following abbreviations which is appropriate, in the order listed:

S - Sworn Police Officer
NS - Non-sworn Police Officer
D - On-duty and Paid
V - Off-duty and Unpaid Volunteer
U - Available for Armed, Uniform Assignment
R - Reserve Police Officer
C - Clerical Police Personnel
O - Other Government Employee
E - Dispatcher

With respect to non-police municipal employees, state work/interest/abilities.

For Example:

October 14, 1988
JONES, ALAN R.
MILLER, RANDY A.

0800-1800
Any Shift

SDU
RVU

RESOLUTION NO. 88- 79

A RESOLUTION ADOPTING A REVISED MISSION STATEMENT
FOR THE CITY OF THE DALLES/WASCO COUNTY LIBRARY

WHEREAS, the City of The Dalles/Wasco County Library's
Mission Statement has become outdated; and

WHEREAS, the Library Board has recommended a number of
revisions to said Mission Statement; and

WHEREAS, the staff of the library concur in the
recommendation of the Library Board; NOW, THEREFORE,

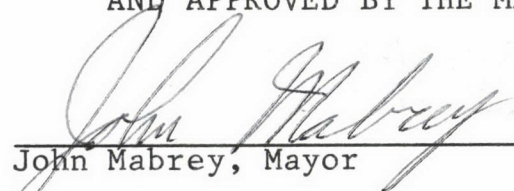
IT IS HEREBY RESOLVED AS FOLLOWS:

Section 1. Statement Approved. The revised Mission
Statement for The City of The Dalles/Wasco County Library, a copy
of which is attached hereto and made a part hereof by this
reference as Exhibit A, is hereby approved.

PASSED AND ADOPTED THIS 3RD DAY OF OCTOBER, 1988.

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

AND APPROVED BY THE MAYOR THIS 3RD DAY OF OCTOBER, 1988.



John Mabrey, Mayor

ATTEST:



Barbara Schroeder, City Clerk



RESOLUTION NO. 88-78

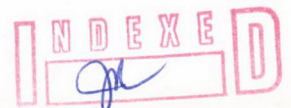
A RESOLUTION APPROVING OF A PLAN OF ADVANCE REFUNDING THE GENERAL OBLIGATION WATER BONDS OF 1980; AUTHORIZING SUBMITTAL OF THE ADVANCE REFUNDING PLAN TO THE STATE TREASURER FOR APPROVAL; AUTHORIZING THE ISSUANCE AND SALE OF ADVANCE REFUNDING BONDS SUBJECT TO CITY COUNCIL APPROVAL; AUTHORIZING TRANSFER OF UNEXPENDED BOND PROCEEDS TO CAPITAL IMPROVEMENT FUND.

Pursuant to Resolution No. 80-77 adopted by the City Council of The Dalles, Oregon (the "City"), on December 1, 1980, the City issued General Obligation Water Bonds of 1980 in the amount of \$3,500,000 (the "Prior Bonds") to provide funds to improve, extend and enlarge the City's water system. The principal amount of \$2,825,000 of the Prior Bonds remains outstanding.

Oregon Revised Statutes 288.605 to 288.695, inclusive, authorizes the issuance of advance refunding bonds without an election in order to effect an interest savings to the City.

On August 15, 1988, the City Council by Resolution designated the United States National Bank of Oregon, Public Finance Department, Portland, Oregon, as underwriter for the proposed advance refunding of the Prior Bonds. The underwriter has prepared an advance refunding plan for consideration by the City Council. The City Council having heard the presentation of the underwriters and being advised by Howard A. Rankin of Rankin VavRosky Doherty MacColl & Mersereau, Portland, Oregon, as bond counsel, that the advance refunding plan appears to satisfy the requirements of Oregon Revised Statutes 288.605 to 288.695 and it is appropriate that such plan be submitted to the Oregon State Treasurer for approval.

The City Council is advised that there remains in the Water Utility Fund unexpended proceeds of the Prior Bonds in the amount of \$1,322,829. It is necessary and proper that these proceeds be transferred from the Water Utility Fund to a new budget fund in order that such proceeds may be budgeted and expended for capital improvements to the water system. The City Manager proposes the establishment of a budget fund entitled "Water System Capital Improvement Fund" and that such unexpended bond proceeds be transferred to the new fund to be used for capital improvements to the water system as may be approved by



the City Council from time to time. The City Council being fully advised,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF THE DALLES, OREGON, AS FOLLOWS:

Section 1. The City Council of the City of The Dalles, Oregon does approve of the advance refunding plan as submitted by the United States National Bank of Oregon and does authorize the filing of the Plan with the State Treasurer for review and approval pursuant to Oregon Revised Statute 288.620.

Section 2. The State Treasurer is requested to approve of the advance refunding plan as submitted in order that the City may incur a debt service savings discounted to present value with respect to the Prior Bonds.

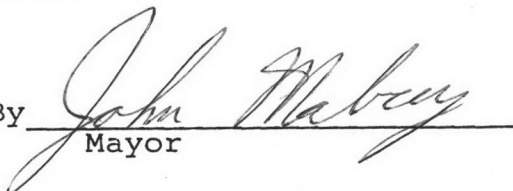
Section 3. The City Council does authorize the negotiation of the advance refunding bonds and, upon approval of the sale by the City Council, the City Manager is authorized to close such bond sale.

Section 4. Upon approval of the State Treasurer and the negotiation of the sale of the advance refunding bonds, the City Council does approve of the Oregon First Bank as Paying Agent and Bond Registrar and as Escrow Agent for the advance refunding issue.

Section 5. The City Council does authorize the withdrawal from the Water Utility Fund of the balance therein being the unexpended proceeds of the Prior Bonds in the amount of \$1,322,829 and does create a new budget fund designated "Water System Capital Improvement Fund" and does direct the deposit of the unexpended proceeds of the Prior Bonds into the Water System Capital Improvement Fund to be expended for capital improvements to the water system as may be authorized by the City Council from time to time.

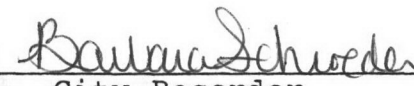
ADOPTED by the City Council of the City of The Dalles, Oregon this 19th day of September, 1988.

By


Mayor

ATTEST:

By


City Recorder

Voting Yes, Councilmembers: Clark, Spadt
Probstfield, Will

Voting No, Councilmembers: None

Absent, Councilmembers: Phillips

Abstaining, Councilmembers: None

RESOLUTION NO. 88-77

A RESOLUTION APPROVING THE ITEMS ON THE CONSENT
CALENDAR AND AUTHORIZING CITY OFFICERS TO SIGN
CONTRACT DOCUMENTS

WHEREAS, certain business items of a routine nature are
periodically brought before the City Council for action; and,

WHEREAS, the City Council desires to conduct its meetings in an
efficient and effective manner; and,

WHEREAS, the City Council desires to dispose of routine matters
so that the Council may focus its attention on the major policy
issues facing the community; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL:

Section 1. Items Approved. The items appearing on the Consent
Calendar are hereby approved:

1. Consent Calendar Resolution for Council action.
2. Approval of the September 6, 1988 Regular City Council
meeting minutes.
3. Approval of the City of Vancouver's request to purchase
surplus parking meters.
4. Rich Tenold Construction request for partial payment #2 for
the 1988 Sidewalk Project #1.
5. Mutual release and waiver with Windy River Gleaners, Inc.
6. Resoltuion No. 88-69, declaring Police weapons as surplus
and authorizing a trade for new weapons.
7. Request to call for bids for one new 4-wheel drive vehicle
for the Utilities Department.
8. O.L.C.C. License renewal endorsements.
9. Oregon Public Library statistical report for fiscal year
ending June 30, 1988.

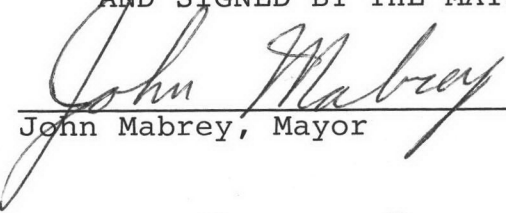


Section 2. Officers to Act. City Officers are hereby authorized to sign contract documents and do such other acts as are necessary and proper.

PASSED AND ADOPTED THIS 19TH DAY OF SEPTEMBER, 1988.


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

AND SIGNED BY THE MAYOR THIS 19TH DAY OF SEPTEMBER, 1988.



John Mabrey, Mayor

ATTEST:



Barbara Schroeder
City Clerk

RESOLUTION NO. 88 - 76

A RESOLUTION APPROVING RATES AND CHARGES FOR TAXICABS
OPERATING WITHIN THE CITY OF THE DALLES
BY ARTHUR J. MARCHAND D/B/A C.R.S.P. TAXI

WHEREAS, City of The Dalles General Ordinance 786, Section 3 and Special Ordinance No. 88 - 370 , Section 6 requires that taxicab business within the City has filed a schedule of rates which has been filed with and approved by the City Council; and

WHEREAS, Arthur J. Marchand, dba C.R.S.P. Taxi, a licensee operating a taxicab business within the city has filed a schedule of rates which has been reviewed; NOW, THEREFORE,

BE IT HEREBY RESOLVED AS FOLLOWS:

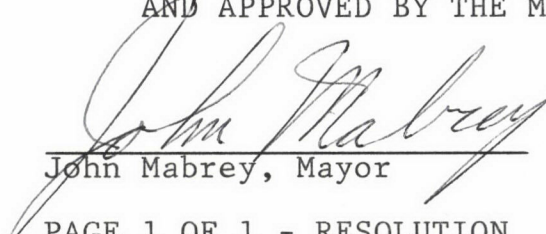
Section 1. Rate Approved. That the City Council of the City of The Dalles, hereby approves the following schedule of rates and charges for the taxicab business operated by Arthur J. Marchand, d/b/a Columbia River Security Patrol Taxi:

- a. \$1.50 flag drop (minimum fare)
- b. \$1.45 for each mile
- c. \$1.00 for each additional person
- d. \$15.00 per hour for waiting time

PASSED AND ADOPTED THIS 19TH DAY OF SEPTEMBER, 1988.

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

AND APPROVED BY THE MAYOR THIS 19TH DAY OF SEPTEMBER, 1988.


John Mabrey, Mayor

ATTEST:


Barbara Schroeder, City Clerk

PAGE 1 OF 1 - RESOLUTION



RESOLUTION NO. 88-75

A RESOLUTION ESTABLISHING OCTOBER 19 AT 7:00 P.M.
AS THE DATE AND TIME OF A SPECIAL CITY COUNCIL MEETING
TO AUTHORIZE ISSUANCE AND SALE OF ADVANCE REFUNDING OF
BONDS, APPOINTING AN AESCROW AGENT AND APPROVING A
BOND PURCHASE AGREEMENT

WHEREAS, the City Council desires to refinance the 1980 Water
Bonds in order to save money; and,

WHEREAS, bond refinancing can save interest costs; and,

WHEREAS, the Bond Counsel and U.S. Bank will have concluded the
transaction by October 19, 1988 and will need City Council
authorization; and,

WHEREAS, it is in the best interest of the City to hold a
special Council meeting to conclude the sale; NOW, THEREFORE,


BE IT RESOLVED BY THE CITY COUNCIL:

Section 1: Special Council Meeting Declared. That
October 19, 1988, 7:00 p.m. is hereby set as the date and time of a
special City Council meeting to authorize issuance and sale of
advance refunding of bonds, appointing an escrow agent and approving
a bond purchase agreement.

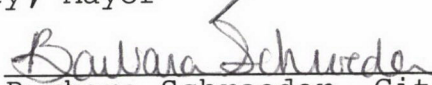
PASSED AND ADOPTED THIS 19TH DAY OF SEPTEMBER, 1988.

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

AND APPROVED BY THE MAYOR THIS 19TH DAY OF SEPTEMBER, 1988.



John Mabrey, Mayor

ATTEST : 

Barbara Schroeder, City Clerk



RESOLUTION NO. 88 - 74

*Not
Adopted*

RESOLUTION DECLARING REAL PROPERTY TO BE
SURPLUS AND AUTHORIZING THE SALE OF SAME.

WHEREAS, the City of The Dalles has in years past acquired two pieces of real property for which the City has no use; and

WHEREAS, interest has been shown indicating the potential to sell each of the parcels of property; and

WHEREAS, sale of the properties would put the parcels back on the tax roles and bring in income to the City; and

WHEREAS, the City Council has held a Public Hearing on the potential sale of each parcel on this date as required by ORS 221.725; and

WHEREAS, it is in the best interest of the City of The Dalles to attempt to sell said parcels; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

SECTION 1. The two parcels of property more fully described and identified in Exhibits A and B attached hereto and made a part hereof by this reference are hereby declared surplus and available for purchase.

SECTION 2. City staff is hereby directed to advertise for bids on the two parcels identified in Exhibits A and B for the out right sale of each parcel for the minimum bid of the value set out in each of said Exhibits and to do all things necessary to carry said bid process to completion.

SECTION 3. The City Officers are hereby authorized to sign bargain and sale deeds of conveyance for each of the parcels



identified in each of Exhibits A and B upon the completion of the sale of each parcel.

PASSED AND ADOPTED THIS 3RD DAY OF OCTOBER, 1988.

Voting Yes, Councilmembers: _____

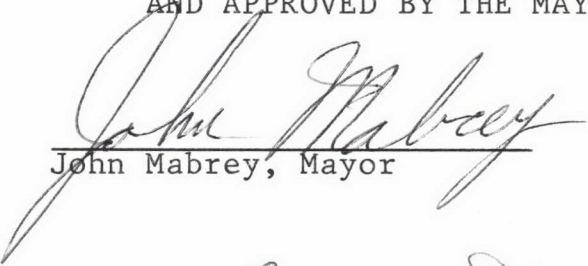
Voting No, Councilmembers: _____

Absent, Councilmembers: _____

Abstaining, Councilmembers: _____

NOT adopted by Council

AND APPROVED BY THE MAYOR THIS 3RD DAY OF OCTOBER, 1988.


John Mabrey, Mayor

ATTEST:



Barbara Schroeder
City Clerk

EXHIBIT A

ASSESSED VALUE \$ 6,070.00

Part of Tract 15, SNIPES ACRES, described as follows:

Beginning at a point that is South 22 degrees 55 minutes East 6.0 feet from the Northwest corner of Tract 9; thence South 62 degrees 45 minutes 37 seconds West 475.53 feet to the Southeast corner of tract 14, Snipes Acres; thence Northerly along the East line of Tract 14 93.75 feet to the Southerly right of way line of a 80 foot wide street (deed 69-0294); thence North 73 degrees 45 minutes East to the ppint of beginniqg;

EXCEPTING THEREFROM Beginning at the Southeast corner of Tract 14, SNIPES ACRES; thence going Northerly along the East line of said Traet 14, 93 feet, more or less, to the intersection of the Southerly right of way line of Pomona Street as said street is described in that deed recorded on Micro Film No. 69-0294, Wasco County Deed Records; thence going North 73 degrees 45 minutes East along said right of way line 207.87 feet to a 5/8 inch iron rod; thence leaving said right of way line and going South 16 degrees 15 minutes East 44.4 feet to a 5/8 inch iron rod; thence going Southwesterly 238.62 feet to the point of beginning, all in Wasco County, Oregon.

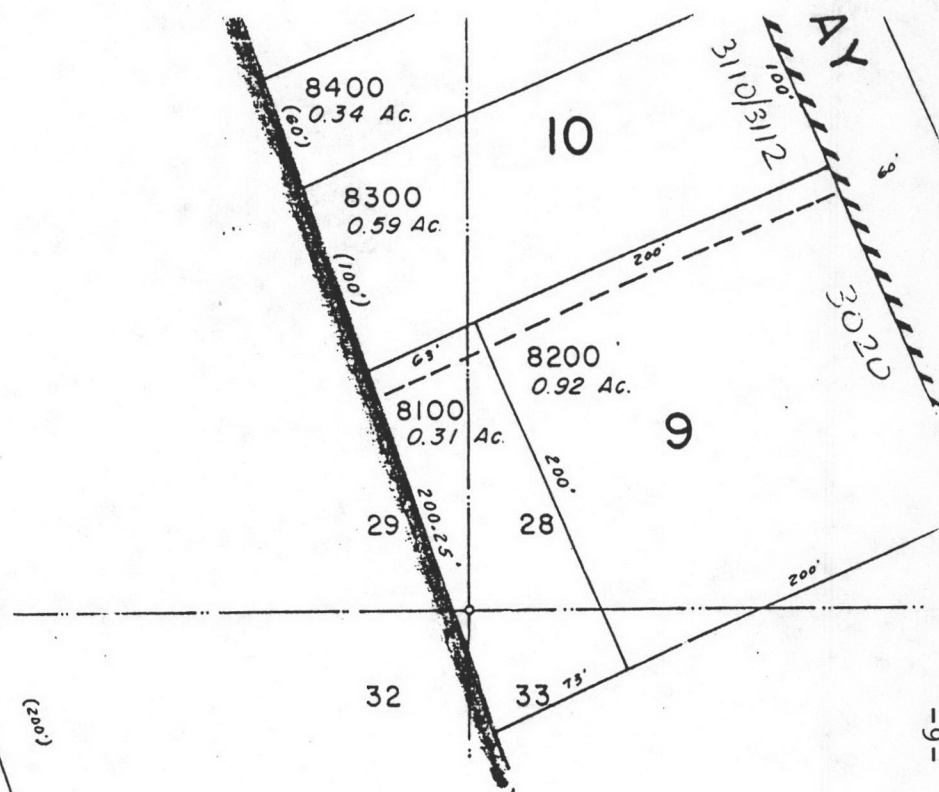
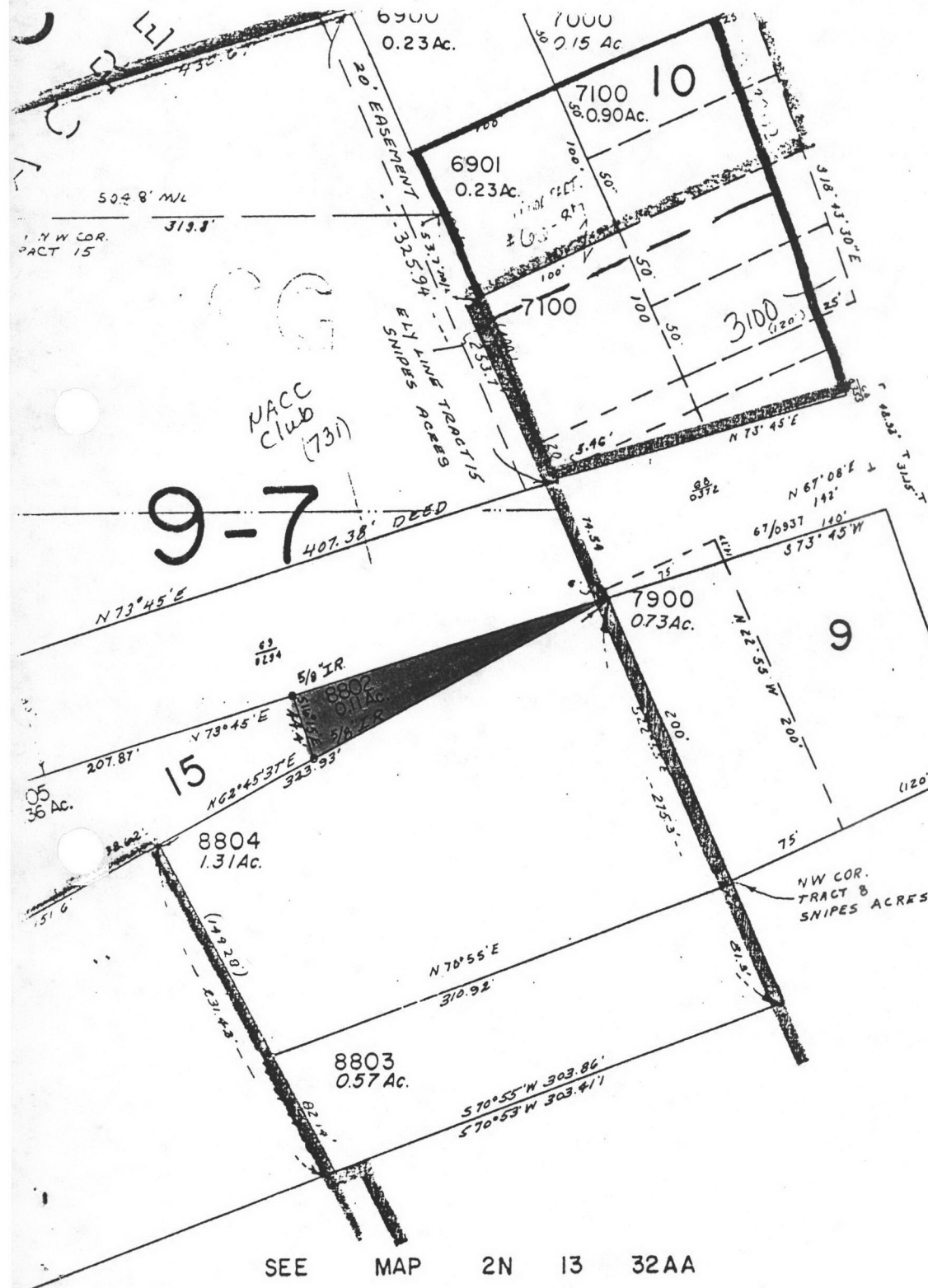


EXHIBIT B

ASSESSED VALUE \$ 12,500.00

Part of Lots 11, 12 and 13 of Block 1, Lord and Laughlin's Addition to the City of The Dalles, and a parcel of land westerly of said Lot 11, all in Section No. 3, T. 1N., R. 13 E., W.M., in the City of The Dalles, County of Wasco, State of Oregon, more particularly described as follows:

Beginning at a point on the South line of said Lot 13, which point is 25 feet East of the Southwest corner of said Lot 13; thence North 127.3 feet; thence North 72 degrees 59' 34" West, 106.1 feet; thence southwesterly a distance of 77 feet more or less to a point on the East line of Harris Street, which point lies 94 feet North of the southwest corner of Lot 10, said Block 1; thence North 6.0 feet along the easterly line of Harris Street; thence North 73 degrees 18' East, 126.3 feet; thence Southeasterly along the southerly line of Brewery Grade to the West line of Clark Street; thence South along the West line of Clark Street to the Southeast corner of said Lot 13; thence West along the South line of said Lot 13 to the point of beginning.

IN 13 3DA
TL 301

See Map IN ~~13~~ 3DD

RESOLUTION NO. 88 - 73

A RESOLUTION AUTHORIZING RATIFICATION OF AN
AWARD OF A PAINTING CONTRACT TO FISHER PAINTING
AND DRYWALL GENERAL CONTRACTORS, INC. AND
AUTHORIZING PAYMENT THEREOF.

WHEREAS, the Utilities Department was authorized in the
1988-89 budget to proceed with three painting projects at the
Wicks' Treatment Plant; and

WHEREAS, the combined dollar amount of the three projects
exceeds \$5,000 and, therefore, requires ratification by the City
Council; and

WHEREAS, it is in the best interests of the City of
The Dalles to ratify said contract award; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

SECTION 1. The award of a painting contract to Fisher
Painting and Drywall General Contractors, Inc. to paint the
Treatment Plant Pipe Gallery, the Washwater Terminal Storage
Reservoir, and the Wicks' house exterior is hereby approved and
ratified.

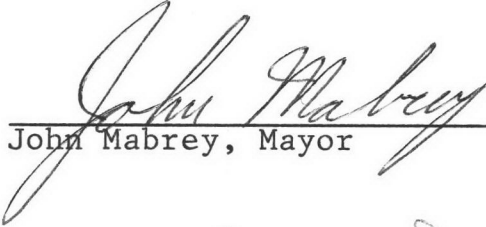
SECTION 2. City Officers and employees are hereby
authorized to do all acts necessary and proper to pay all
invoices in connection with said contract upon completion and
acceptance of said work.


PASSED AND ADOPTED THIS 19TH DAY OF SEPTEMBER, 1988.

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



AND APPROVED BY THE MAYOR THIS 19TH DAY OF SEPTEMBER, 1988.


John Mabrey, Mayor

ATTEST: 
Barbara Schroeder
City Clerk

RESOLUTION NO. 88 - 72

A RESOLUTION AUTHORIZING THE CITY OF THE DALLES
TO ENTER INTO AN AGREEMENT WITH THE
WASCO COUNTY SHERIFF'S DEPARTMENT AT A COST AND
SPENDING AMOUNT NOT TO EXCEED \$3,500.00
TO PROVIDE MUNICIPAL WATERSHED SECURITY

WHEREAS, the City of The Dalles Municipal Watershed needs security patrol during the upcoming Oregon Big Game Seasons to preserve water quality and thereby protect public health as well as protect municipal investments within the watershed; and

WHEREAS, the Wasco County Sheriff's office has manpower available to provide said security patrol on a flexible basis and is willing to provide said patrol; and

WHEREAS, Oregon Revised Statutes Chapter 190 authorizes agreements between units of local government to cover situations such as this; and

WHEREAS, it is in the best interest of the citizens of The Dalles to enter into an agreement with the Wasco County Sheriff's office to provide such security patrol; NOW, THEREFORE,

IT IS HEREBY RESOLVED AS FOLLOWS:

Section 1. Authorizing Agreement. The City Council authorizes the City to enter into an Intergovernmental Agreement with the Wasco County Sheriff's Department for the purpose of providing Watershed Security Enforcement according to the service levels specified and for the cost quoted set out as presented on Page 1 of Exhibit A attached hereto and made a part hereof by this reference.

Section 2. Authorizing Officers to Act. The officers and

employees of the City of The Dalles are hereby authorized to sign the Agreement and do such other acts as are necessary and proper.

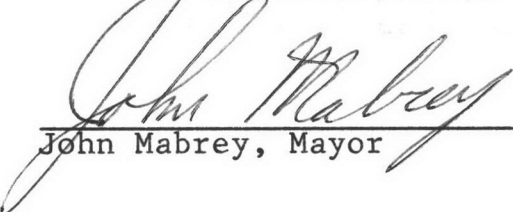
Section 3. Adopting a Policy and Directing Officers to Act.
The City Council hereby adopts a policy to open the Municipal Watershed for public uses that are determined compatible with preservation of water quality and protection of natural resources, and directs the City Manager and staff, and other appropriate bodies to prepare a Watershed Utilization & Security Plan that will resolve issues of security enforcement and public use by Recommendation.

Section 4. Authorizing Expenditure. The City Council authorizes the expenditure of up to the sum \$3,500.00 for the cost of providing Watershed Security Enforcement pursuant to the intergovernmental agreement with the Wasco County Sheriff's Department as defined and presented in Exhibit A.

PASSED AND ADOPTED THIS 19TH DAY OF SEPTEMBER, 1988.

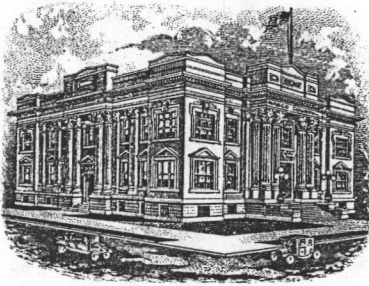
Voting Yes, Councilmembers:	Clark, Probstfield, Spadt, Will
Voting No, Councilmembers:	None
Absent, Councilmembers:	Phillips
Abstaining, Councilmembers:	None

AND APPROVED BY THE MAYOR THIS 19TH DAY OF SEPTEMBER, 1988.


John Mabrey, Mayor

ATTEST:


Barbara Schroeder
City Clerk



WASCO COUNTY

Arthur M. Labrousse, Jr.
Sheriff
5th & Washington
The Dalles, Oregon 97058
(503) 296-5454



September 8th, 1988

William R. Keyser, Director
Utilities Department
6780 Reservoir Road
The Dalles, Ore. 97058

Re: Request for Security Patrol/The Dalles Municipal Watershed
Reference your letter dated August 30, 1988

Dear Bill:

The following is the Wasco County Sheriff's Office (WCSO) proposal that I believe addresses the needs you have outlined in your letter:

1. Eight hour days
 - a. Because of contractual constraints the day will begin and end at the offices of WCSO.
 - b. Employees receive a 45 minute lunch break
 - c. Any additional hours incurred during the actual patrol day will be charged to the Utilities Department, however, any costs incurred in support of the patrol by department personnel will be paid by WCSO.
 - d. Any court time will be absorbed by WCSO.
 - e. Orientation time will be absorbed by WCSO.
2. WCSO will enforce State Statutes. The City of The Dalles will need to give WCSO deputies working in the Watershed the authority to enforce City Ordinances. (Please provide a copy of the applicable ordinances.)
3. WCSO will do its best to patrol the days and times that will be requested, HOWEVER,
 - a. Flexibility must be allowed
 - b. Because of time and manpower constraints we may not be able to provide patrols on a given day or possibly within the week. (We are short-staffed and this is also hunting time for our deputies.)
4. For the remuneration of \$25.00 per patrol hour WCSO will provide: a deputy, vehicle, radio communication, and the necessary gear to effect the patrol tasks involved.
5. WCSO will be responsible for all expenses incurred under this agreement that are not covered under number 4, including our maintenance of our Liability insurance for our personnel.

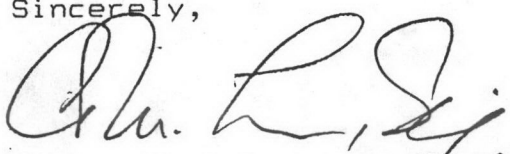
William Keyser, Director
Watershed patrol

6. We are in agreement that this is a trial process.(?)

Bill, I have read the above to Bernie Smith, District Attorney. I have a tentative approval, however, after he reads this he may have a change or two to make so that we are protected. Rest assured we will do all that we can to work with you and the City on this project.

If you have any questions or comments; or if there is anything I might do to assist do not hesitate to contact me.

Sincerely,

A handwritten signature in dark ink, appearing to read "A. M. Labrousse". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Arthur M. Labrousse, Sheriff
Wasco County Sheriff's Dept.

cc: William Hulse, Wasco County Judge
Bernie Smith, District Attorney
Karen LeBreton, County Clerk
Linda May, County Treasurer



RESOLUTION 88 - 71

A RESOLUTION AUTHORIZING THE CITY OF THE DALLES TO
ENTER INTO AN AGREEMENT WITH D & K ENTERPRISES FOR
JANITORIAL SERVICES FOR CITY HALL

WHEREAS, the City requested proposals for janitorial service
at City Hall; and

WHEREAS, the City of The Dalles received six proposals in
accordance with the specifications; and

WHEREAS, three of the six proposals were unable to provide
references and of the three remaining proposals D & K Enterprises
was the low bid; and

WHEREAS, \$6,000.00 has been set aside for the purpose of
obtaining janitorial service for the City Hall; and

WHEREAS, it is in the public interest to execute an
agreement with D & K Enterprises to provide janitorial services
for City Hall as specified in Attachment I; NOW, THEREFORE,

IT IS HEREBY RESOLVED AS FOLLOWS:

Section 1. Authorizing Agreement. The City Council
authorizes the City to enter into an Agreement with D & K
Enterprises for the purpose of obtaining janitorial services for
City Hall according to the specifications in Attachment I.

Section 2. Authorizing Expenditure. The City Council
authorizes the expenditure of the sum of \$500.00 per month to be
paid from the Finance and General line item #11-41-6235200.

Section 3. Authorizing Officers to Act. The officers and
employees of the City of The Dalles are hereby authorized to sign
the Agreement and do such other acts as are necessary and proper.



PASSED AND ADOPTED THIS 3RD DAY OF OCTOBER, 1988.

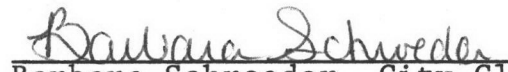
Voting Yes, Councilmembers: Clark, Will, Phillips, Probstfield, Spadt
Voting No, Councilmembers: None
Absent, Councilmembers: None
Abstaining, Councilmembers: None

AND APPROVED BY THE MAYOR THIS 3RD DAY OF OCTOBER, 1988.



John Mabrey, Mayor

ATTEST:



Barbara Schroeder, City Clerk

RESOLUTION NO. 88 - 70

RESOLUTION AUTHORIZING CITY OFFICERS TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE UNITED STATES OF AMERICA REPRESENTED BY THE U. S. ARMY ENGINEER DISTRICT TO PROVIDE AMBULANCE SERVICE TO THE DALLES LOCK AND DAM PROJECT.

WHEREAS, in December of 1987, The Dalles Fire Department discovered that the provision of EMT care in Washington was illegal, which resulted in no insurance coverage on the Department when providing service in Washington State; and

WHEREAS, the closest Washington ambulance service is Skyline Ambulance in White Salmon with a 35 minute response time to The Dalles Lock and Dam Project; and

WHEREAS, the delay for service is significant when compared to the seven minute response time from The Dalles Fire Department Ambulance Service; and

WHEREAS, an agreement has been reached with the U. S. Army Engineer District to pay for costs involved in meeting Washington's more stringent EMT recertification requirements so that The Dalles Fire Department may legally respond in Washington State to The Dalles Lock and Dam Project; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

SECTION 1. Subject to approval by the Oregon Attorney General's Office of the agreement, a copy of which is attached and made a part hereof as Exhibit A, City Officers are hereby authorized to enter into said Cooperative Agreement between the United States of America and The City of The Dalles, Oregon, for

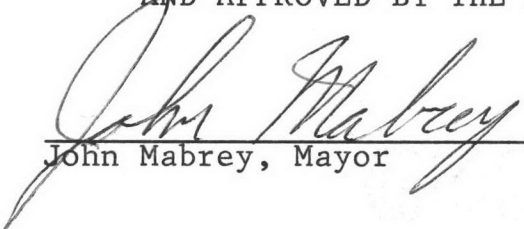


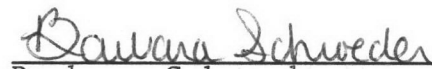
Ambulance Service to The Dalles Lock and Dam Project, and to do such acts as are necessary and proper.

PASSED AND ADOPTED THIS 19TH DAY OF SEPTEMBER, 1988.

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

AND APPROVED BY THE MAYOR THIS 19TH DAY OF SEPTEMBER, 1988.


John Mabrey, Mayor

ATTEST: 
Barbara Schroeder
City Clerk

RESOLUTION NO. 88 - 69

A RESOLUTION DECLARING SURPLUS PROPERTY AND AUTHORIZING THE CITY OF THE DALLES POLICE DEPARTMENT TO EFFECT A TRADE OF THE SURPLUS THOMPSON SUBMACHINE GUN AND TWO COLT M-16 RIFLES FOR NEW WEAPONS.

WHEREAS, the City of The Dalles Police Department has a Model 1921 Thompson Submachine gun, Serial # 9091, and accessories, and two Colt M-16 carbine rifles, Serial # 9579931 and Serial # 9590745, and magazines, which are obsolete for the needs of police department; and

WHEREAS, it is in the public interest to declare said weapons as surplus property; and

WHEREAS, the City of The Dalles Police Department desires to enter into a trade of said weapons for new weapons;

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

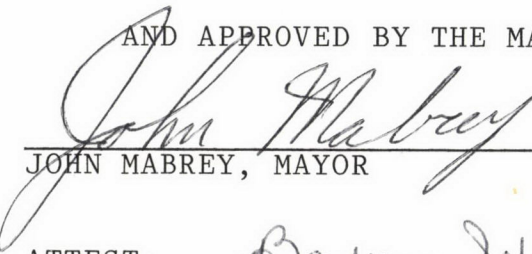
Section 1: Surplus property Declared. The Model 1921 Thompson Submachine gun, Serial # 9091 and, accessories, and a Colt M-16 carbine rifle, Serial # 9579931, and magazines, and a Colt M-16 carbine rifle, Serial # 9590745, and magazines, of the City of The Dalles Police Department are hereby declared to be surplus property.

Section 2: Authorization for Officers to Act. The Mayor, City Clerk, and such other officers and employees of the City of The Dalles are hereby authorized to sign any documents necessary to execute the trade of the Model 1921 Thompson Submachine gun, serial # 9091, and accessories, and a Colt M-16 carbine rifle, Serial # 9579931, and magazines, and a Colt M-16 carbine rifle, Serial # 9590745, and magazines, for new weapons, and to do such other acts as are necessary and proper.

PASSED AND ADOPTED THIS 19TH DAY OF SEPTEMBER, 1988.

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

AND APPROVED BY THE MAYOR THIS 19TH DAY OF SEPTEMBER, 1988.



JOHN MABREY, MAYOR

ATTEST:



BARBARA SCHROEDER, CITY CLERK



RESOLUTION NO. 88-68

A RESOLUTION APPROVING THE ITEMS ON THE
CONSENT CALENDAR AND AUTHORIZING CITY
OFFICERS TO SIGN CONTRACT DOCUMENTS

WHEREAS, certain business items of a routine nature are
periodically brought before the City Council for action; and,

WHEREAS, the City Council desires to conduct its meetings in an
efficient and effective manner; and,

WHEREAS, the City Council desires to dispose of routine matters so
that the Council may focus its attention on the major policy issues
facing the community; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL:

Section 1. Items Approved. The items appearing on the Consent
Calendar are hereby approved:

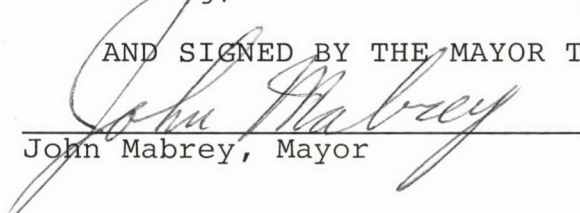
1. Consent Calendar Resolution for Council action.
2. Approval of the August 15, 1988 Regular City Council meeting
minutes.
3. Oregon Liquor Control Commission endorsement for liquor
license renewals.

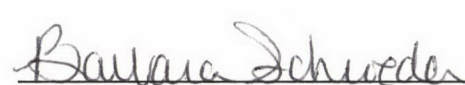
Section 2. Officers to Act. City Officers are hereby authorized
to sign contract documents and do such other acts as are necessary and
proper.

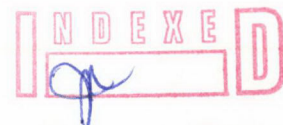
PASSED AND ADOPTED THIS 6TH DAY OF SEPTEMBER, 1988.

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

AND SIGNED BY THE MAYOR THIS 6TH DAY OF SEPTEMBER, 1988.


John Mabrey, Mayor

ATTEST : 
Barbara Schroeder
City Clerk



RESOLUTION 88 - 67

A RESOLUTION CALLING AN ELECTION
FOR THE ESTABLISHMENT OF AN INCREASED
TAX BASE FOR THE CITY OF THE DALLES

WHEREAS, the general fund of the City of The Dalles finance the activities of finance and general, administration, fire department, ambulance, police department, communications, library, community development, building, and legal and judicial departments; and

WHEREAS, in the current year (1988-89) a special tax levy in excess of the City's tax base was required for the operation of the City; and

WHEREAS, the City will not be able to operate in the 1989-90 fiscal year within its tax base and the tax base is inadequate to meet the future needs of the City, and

WHEREAS, ORS 310.135 permits the City of The Dalles to submit to the voters the establishment of a revised tax base at an election to be held November 8, 1988; and

WHEREAS, a revised tax base of \$1,830,686 commencing in the year 1989-90 would permit the City to provide it's present level of services to the citizens for the foreseeable future; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL:

Section 1. Election to be Called. An election shall be called in the City of The Dalles to be held on November 8, 1988, between the hours of 7:00 a.m. and 8:00 p.m. Pacific Prevailing Time of said day.



Section 2. Place of Election. Said elections shall be held at the following polling places:

<u>Precinct No.</u>	<u>Voting Place</u>
80	Wasco Rural Fire Hall
81	Nazarene Church
82	Colonel Wright School Auditorium
83	First Christian Church
84	The Dalles Junior High School
85	Gateway Presbyterian Church
86	The Dalles Junior High School
87	The Dalles Junior High School
88	Church of God
89	Wasco Rural Fire Hall

Section 3. Question of Measure. At said election there shall be submitted to the qualified legal voters of the City of The Dalles, the establishment of a revised tax base; the question submitted shall be whether the City of The Dalles should be authorized to increase it's tax base from \$1,158,282 to \$1,830,686 for fiscal year 1989-90, the proceeds from which would be used to provide city services.

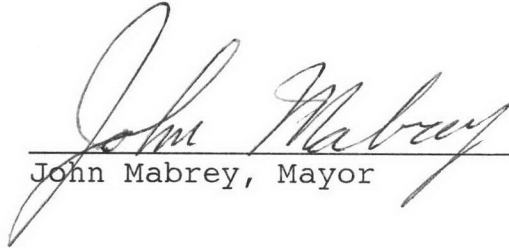
Section 4. Vote by Ballots. The vote shall be by ballots upon which shall be the sentences _____ "yes, I approve the measure", and _____ "no, I do not approve the measure", and the voter shall place a cross or mark before the word "yes" or before the word "no" whichever indicates his choice.

Section 5. County Clerk to Act. The County Clerk shall be directed to exercise the responsibilities and perform the functions of her office in accordance with the provision of the Oregon Revised Statutes now in force.

PASSED AND ADOPTED THIS 6TH DAY OF SEPTEMBER, 1988.

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

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



John Mabrey, Mayor

ATTEST: Barbara Schroeder
Barbara Schroeder
City Clerk

NOTICE OF MEASURE ELECTION

City of The Dalles

Notice is hereby given that on Tuesday, November 8, 1988, an election will be held in the City of The Dalles, Wasco County, Oregon. The polls will be open from 7:00 a.m. to 8:00 p.m. The following shall be ballot title for the measure submitted to the electors thereof:

CAPTION: To Establish a New Tax Base.

QUESTIONS: Shall the City of The Dalles Levy a Tax Base Beginning with the 1989-90 Fiscal Year?

EXPLANATION: The current tax base of the City was established in 1916 and is in the amount of \$1,158,282.00. Taxes necessary to balance the proposed 1989-90 budget will be \$1,830,686.00, the exact amount of the measure. The purpose of the proposed tax base is to finance the general fund departments of the City; Police, Fire, Ambulance, Communications, Library, Community Development, Building, Legal and Judicial, Administration and Finance and General, at their existing level of service.

By: _____

John Mabrey, Mayor

Date: September 6, 1988

Attest: _____

Barbara Schroeder, City Clerk

Filed 9-8-88

RESOLUTION 88 - 66

A RESOLUTION AMENDING THE LEASE TO THE PORTION
OF THE BUILDING LOCATED AT 207 LAUGHLIN STREET
CURRENTLY LEASED TO MATTHEW DISTRIBUTING, INC.
AND AUTHORIZING THE SUBLETTING OF A PORTION THEREOF.

WHEREAS, Matthew Distributing, Inc. has requested the City's
written consent to the subletting of a portion of the premises it
currently leases from the City in the Matthew Building located
at 207 Laughlin; and

WHEREAS, Matthew Distributing, Inc. has also requested the
amendment of the current lease by adding a provision providing
for a ten percent (10%) administrative charge for any late
payment of rent; and

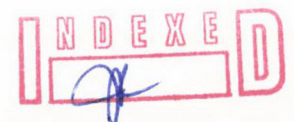
WHEREAS, said lease needs to be amended to remain consistent
with the increased potential insurance liability of the City
caused by statutory changes made by the 1987 legislature; and

WHEREAS, it is in the best interest of the City to consent
to the subletting and to agree to the amendment of the lease;
NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL:

Section 1. The subletting of that portion of the building
leased by Matthew Distributing, Inc. at 207 Laughlin, which
dimensions are more particularly set out in Exhibit A attached
hereto and made a part hereof, to Valori Armstrong, doing
business as The Body Shop, is hereby consented to and the signing
of this resolution shall act as the express written consent
thereto.

Section 2. An amendment to the lease between the City of

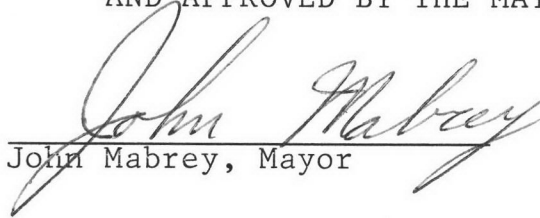


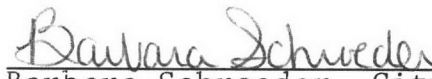
B attached hereto and made a part hereof, is hereby approved and City Officers are hereby authorized to sign the lease amendment and to do such other acts as are necessary and proper.

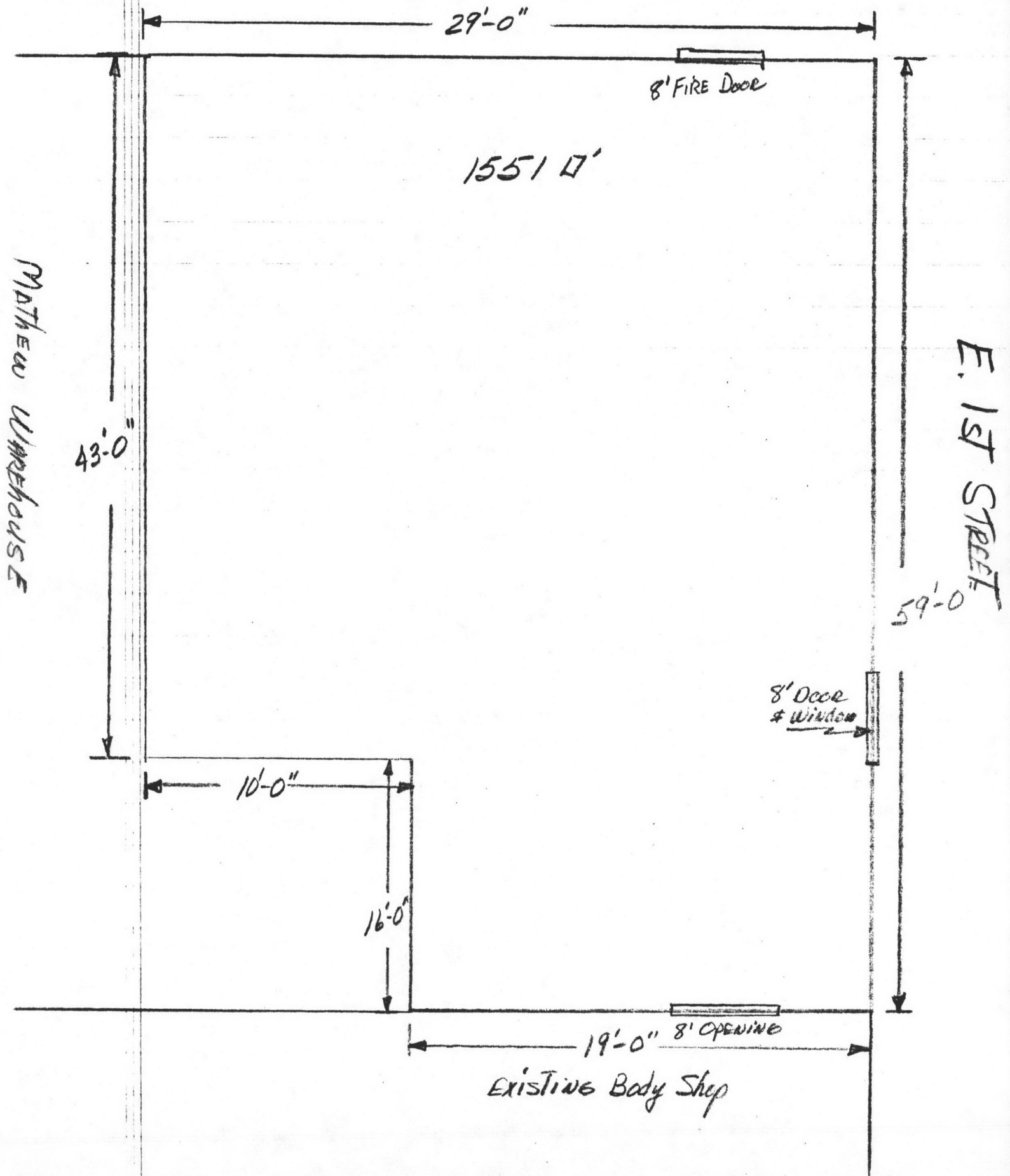
PASSED AND ADOPTED THIS 6TH DAY OF SEPTEMBER, 1988.

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

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


John Mabrey, Mayor

ATTEST: 
Barbara Schroeder, City Clerk



ADDENDUM TO LEASE

This Addendum to Lease made and entered into by and between the CITY OF THE DALLES, an Oregon municipal corporation, hereinafter referred to as lessor, and MATTHEW DISTRIBUTING, INC., an Oregon corporation, hereinafter referred to as lessee, WITNESSETH:

The provisions of this addendum to lease are made a part of that certain lease between the parties predecessors in interest made and entered into between said parties the first day of December, 1974, as amended.

There is added to the end of the paragraph of said lease between the parties entitled Rent: the following provision:

Should any rental payment not be made by the date due, an additional payment of ten percent (10%) of the monthly rental payment shall be immediately due and owing, to cover lessor's administrative costs of processing said late payment and not as a cure for the default thereby created.

In addition, the insurance amounts listed in the paragraph of said lease entitled Personal Injury and Property Damage: are changed to the following amounts:

Personal Injury:

\$500,000.00 for each person
\$500,000.00 for each occurrence

Property Damage:

\$200,000.00 for each occurrence

IN WITNESS WHEREOF, the parties have hereunto set their

hands and seals in duplicate this _____ day of _____,
1988.

LESSOR

CITY OF THE DALLES,
An Oregon Municipal Corporation

(SEAL)

Paul Koch, City Manager

ATTEST:

Barbara Schroeder, City Clerk

LESSEE

MATTHEW DISTRIBUTING, INC.,
An Oregon Corporation

(SEAL)

William M. Matthew, President

Patricia M. Matthew, Secretary

RESOLUTION 88 - 65

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

WHEREAS, at the regular City Council meeting of July 5, 1988, the Council approved the City Engineer's calling for bids for the 1988 Street Improvement Project No. 2; and

WHEREAS, said bids were opened on August 15, 1988, at 2:00 p.m.; and

WHEREAS, the only bid received was from Mid-Columbia Paving Co. at \$327,246.25; and

WHEREAS, the City Engineer's estimate for this street improvement project was \$322,347.50; 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. 2; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL:

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. 2 is hereby accepted and approved.

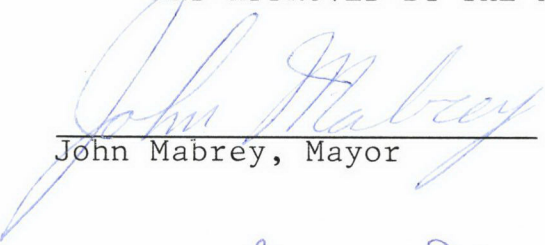
Section 2: Officers to Act. The City Manager, City Clerk and such other officers and employees of the City of The Dalles are hereby authorized to sign the 1988 Street Improvement Project No. 2 Contract and to do such other acts as are necessary and proper.



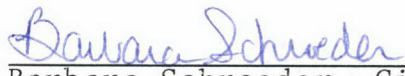
PASSED AND ADOPTED THIS 15TH DAY OF AUGUST, 1988.

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

AND APPROVED BY THE MAYOR THIS 15TH DAY OF AUGUST, 1988.



John Mabrey, Mayor

ATTEST: 

Barbara Schroeder, City Clerk

RESOLUTION 88 - 64

A RESOLUTION APPROVING OF ADVANCE REFUNDING OF THE GENERAL OBLIGATION WATER BONDS OF 1980; AUTHORIZING SUBMITTAL OF AN ADVANCE REFUNDING PLAN TO THE STATE TREASURER FOR APPROVAL; AND DESIGNATING BOND COUNSEL, UNDERWRITER AND FINANCIAL ADVISOR.

WHEREAS, Pursuant to Resolution No. 80-77 adopted by the City Council of The Dalles, Oregon (the "City") on December 1, 1980, the City issued General Obligation Water Bonds of 1980 in the amount of \$3,500,000 (the "Prior Bonds") to provide funds to improve, extend and enlarge the City's water system. The principal amount of \$2,825,000 of the Prior Bonds remains outstanding.

WHEREAS, Oregon Revised Statutes 288.605 to 288.695, inclusive, authorizes the issuance of advance refunding bonds without an election in order to effect an interest savings to the City; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL:

Section 1. The City Council of the City of The Dalles, Oregon does hereby approve the advance refunding of the Prior Bonds and when an advance refunding plan is approved by the City Council, then the City Council will authorize the filing of an advance refunding plan with the State Treasurer for review and approval pursuant to Oregon Revised Statute 288.620.

Section 2. The State Treasurer is hereby requested to approve of the advance refunding plan as submitted in order that the City may incur a debt service savings discounted to present value with respect to the Prior Bonds.

Section 3. The law firm of Rankin VavRosky Doherty MacColl & Mersereau, Portland, Oregon, is designated as Bond Counsel for the proposed advance refunding of the Prior Bonds.

Section 4. United States National Bank of Oregon, Public Finance Department, Portland, Oregon, is designated as Underwriter for the proposed advance refunding of the Prior Bonds.

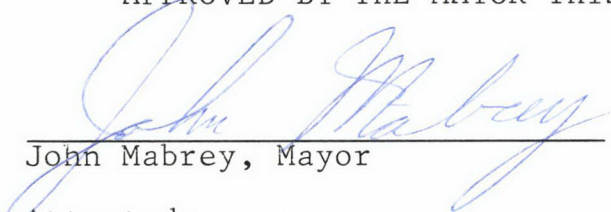
Section 5. The office of Moore Breithaupt and Associates is designated as Financial Advisor to the City for the proposed advance refunding of the Prior Bonds.



PASSED AND ADOPTED THIS 15TH DAY OF AUGUST, 1988.

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

APPROVED BY THE MAYOR THIS 15TH DAY OF AUGUST, 1988.



John Mabrey, Mayor

Attested:



Barbara Schroeder, City Clerk

RESOLUTION 88 - 63

A RESOLUTION AUTHORIZING OFFICER TO ACT

WHEREAS, the Port of The Dalles owns certain real property which they desire to annex to the City of The Dalles in the future; and

WHEREAS, the Port of The Dalles desires to obtain sewer and water utility services from the City for said property at the present; and

WHEREAS, the parties have agreed upon the terms and conditions pursuant to which said utility service should be provided and maintained; and

WHEREAS, it is to the best interest of both the Port and the City that said property be provided with said utility service in conformity with the ordinances, codes, rules and regulations of the City, and that the property or any portion thereof be annexed to the City when desired by the City; and

WHEREAS, City has the power and authority to supply said utility service to the property; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL:

Section 1. Annexation Agreement Approval.

The Annexation Agreement attached hereto and by this reference made a part hereof between the Port of The Dalles and the City of The Dalles for the land described in Exhibit A of the Annexation Agreement is hereby approved.

Section 2. Officers to Act.

The Mayor, City Clerk and such other officers and employees

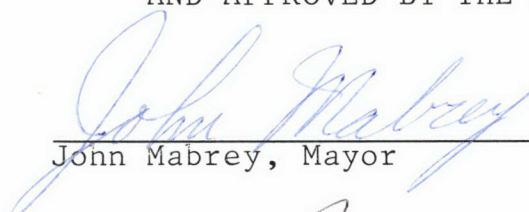


of the City of The Dalles are hereby authorized to sign the Annexation Agreement and to do such other acts as are necessary and proper.

PASSED AND ADOPTED THIS 15TH DAY OF AUGUST, 1988.

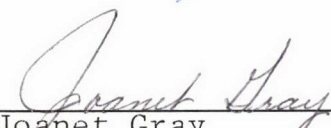
Voting Yes, Councilmembers:	<u>Clark, Spadt, Phillips, Probstfield, Will</u>
Voting No, Councilmembers:	<u>None</u>
Absent, Councilmembers:	<u>None</u>
Abstaining, Councilmembers:	<u>None</u>

AND APPROVED BY THE MAYOR THIS 15TH DAY OF AUGUST, 1988.



John Mabrey, Mayor

ATTEST:



Joannet Gray
City Clerk pro tem

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT, made and entered into this ____ day of _____, 1988, by and between the CITY OF THE DALLES, a municipal corporation of the State of Oregon, hereinafter known as "City", and Port of The Dalles, a municipal corporation of the State of Oregon, hereinafter known as "Owner",

WITNESSETH

WHEREAS, owner owns certain real property described in Exhibit "A" hereto, which Exhibit is hereby incorporated herein and which real property is known for the purposes of this Agreement as the "Property"; and

Whereas, Owner desires to annex the Property to City and Owner desires to obtain the following utility service or services from City for the Property:

SEWER
WATER;

and

WHEREAS, the parties have agreed upon the terms and conditions pursuant to which said utility service should be provided and maintained and desire to reduce such agreement to writing; and

WHEREAS, it is to the best interest of both parties that the Property be provided with said utility service in conformity with the ordinances, codes, rules and regulations of City, and that the property or any portion thereof be annexed to the City when fully developed and when desired by City and said property is eligible for annexation in accordance with present or hereafter enacted laws of the State of Oregon and ordinances of the City as applicable; and

WHEREAS, City has the power and authority to supply the said utility service to the Property and the Council of City has determined that Owner should be granted the use of said utility service on the terms set forth below and Owner agrees to said terms,

NOW, THEREFORE, IN CONSIDERATION of the foregoing and mutual promises and agreements herein stated, the parties mutually contract and agree with each other as follows:

1. OWNERSHIP. Owner will supply written evidence to the satisfaction of City that Owner is, in fact, the owner of record of the Property, which Property is that real property described in Exhibit "A" attached hereto and which exhibit is hereby incorporated herein, or a portion thereof.

2. ANNEXATION. Owner desires the Property to be annexed to City as soon as possible after the provisions of this Agreement are met and the Property is developed and improvements installed thereupon, and, therefore, Owner hereby gives Owner's express, continuing, written consent to annexation of the Property, and the whole or any legal portion thereof, to the City of The Dalles and does hereby make application and constitute this Agreement to be Owner's continuing petition to City for said annexation and agrees to execute such separate, further or additional application, petition and consent as may be hereafter required by City or the laws of the state, as now or hereafter enacted, for such annexation.

It is understood by the parties that this Agreement is meant to satisfy any and all requirements of Oregon Revised Statutes Chapter 222 for petitions or other writings needed to effectuate an annexation including, but not limited to, the written waiver required in ORS 222.173.

Owner and City mutually agree that City cannot bind itself by an enforceable contract to pass future legislation annexing the Property, but City agrees it will process and consider, in a manner usual in such a request, the application and consent of Owner for the annexation.

3. PUBLIC SERVICE DISTRICT. If the Property, prior to its annexation, is in a public service district, including but not limited to those defined in ORS 222.510 as now written or hereafter amended, and has incurred liens, assessments or other obligations of said district, then Owner shall discharge the same in full prior to annexation of the Property to the City. If legally allowable, Owner shall withdraw the Property from such district prior to annexation. Owner also agrees to protect and save City harmless from any and all costs, expenses or obligations on or against the Property or against Owner imposed by any such district prior to, concurrently with or after withdrawal of the Property from any such district, and whether withdrawal is accomplished by Owner, City or other entity, with such costs and the like to include but not be limited to those of any litigation whether or not involved in the withdrawal of the Property from any such litigation, including but not limited to costs and attorneys' fees, and payment of any judgment against the Property, City and Owner, and any thereof, which judgment might be entered as a consequence of such litigation. Owner agrees to in the same fashion protect and save City harmless from any special assessments or other obligations or charges of any said district imposed against the Property, City or Owner, or any thereof, due to the Property having been incorporated into or being withdrawn from such district prior to annexation of the Property into the City.

4. WASCO COUNTY PERMITS. Owner shall obtain necessary written authority from Wasco County to install improvements upon the Property and a copy of said written authority, including but not limited to any planning and building permits shall be furnished City.

5. UTILITY PERMITS. Owner shall obtain all necessary permits for utility service installation for the Property.

6. EXAMINATIONS AND INSPECTIONS. Owner grants City and any of its authorized representatives the right to go upon the Property at

all reasonable times to make such examinations and inspections as reasonably necessary in City's opinion to determine that all terms and conditions of this Agreement are being strictly followed and performed by Owner. This right shall continue during the entire term of this Agreement and until the Property is annexed to City.

7. SUPPLY OF UTILITY SERVICE. City shall supply Owner the utility service or services as described above. Any water to be supplied shall come from the same supply as serves inhabitants of the City for domestic and fire service systems within structures. In case of shortage of supply of water, City reserves the right to give preference in the matter of furnishing service to customers and interests of City from the standpoint of public convenience or necessity. Water service to users, including Owner, outside the City limits shall, at all times, be subject to the prior and superior rights of the customers within the City. After annexation of the Property, said Property shall have the same rights to water service as any other property within City.

8. PAYMENT OF UTILITY SERVICE RATES. Owner shall pay the monthly or other utility service rates for the services described hereinabove as established by city ordinance or resolution for utility service supplied outside the City limits and until such time as the Property is annexed to City.

9. BINDING EFFECT OF AGREEMENT AND ASSIGNABILITY RESTRICTION. This Agreement is binding upon and shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors and assigns of the parties, provided, Owner may not assign or transfer this Agreement without prior written consent of City. If there is more than one owner, each owner is jointly and severally bound hereby. This Agreement is not personal but is for the benefit of the Property described in Exhibit "A" hereto and shall run with all said real property and be binding upon Owner and all successive owners of all or part of said Property.

10. RECORDING AGREEMENT. City shall cause an executed copy of this Agreement to be recorded in the deed or other real property records of the Wasco County Clerk.

11. UTILITY SERVICE AND OTHER SPECIAL PROVISIONS. Special provisions regarding installation and extension of utility service, and regarding other matters, are as set forth in any Exhibit "B" hereto, which exhibit is hereby incorporated herein, and Owner shall comply therewith and pay all costs thereof unless otherwise set forth therein.

12. OTHER MUNICIPAL SERVICES. Except for those utility services described herein in the body of this Agreement, and except as to those utility services or other municipal services of the City which City agrees to provide as set forth in any Exhibit "C" hereto, which exhibit is hereby incorporated herein, the City shall not extend or supply municipal services to the Property, with such other services

including but not limited to those of police and fire protection. Upon annexation to the City, such police and fire protection and other municipal services will be provided the Property in the same fashion as the same are provided other properties within the City.

IN WITNESS WHEREOF, City has caused this instrument to be executed by its duly authorized officers after approval of this Agreement by City's Council, and Owner has hereunto set Owner's hand and seal as of the day and year first above written.

CITY OF THE DALLES

By

John Mabrey
John Mabrey, Mayor

ATTEST:

Joanet Gray
Joanet Gray, City Clerk pro tem

PORT OF THE DALLES

By

John Geiger
John Geiger, President

ATTEST:

Barbara Stone
Barbara Stone, Secretary

STATE OF OREGON)
) ss.
County of Wasco)

Personally appeared John Mabrey and Joanet Gray who, being duly sworn, each for himself and not one for the other, did say that the former is the Mayor and the latter is the City Clerk pro tem of the City of The Dalles, a municipal corporation of the State of Oregon and that said instrument was signed in behalf of said City by the authority of its Council; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me on: August 15, 1988.

B. J. Mabrey
NOTARY PUBLIC FOR OREGON

My commission expires: Oct. 8, 1991

STATE OF OREGON)
) ss.
County of Wasco)

Personally appeared John E. Geiger and Barbara L. Stone who, being duly sworn, each for himself and not one for the other, did say that the former is the President and the latter is the Secretary of the Port of The Dalles, a municipal corporation of the State of Oregon and that said instrument was signed in behalf of said corporation by the authority of its Commission; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me on: August 10, 1988.

Colleen M. Dahlberg
NOTARY PUBLIC FOR OREGON
My commission expires: 12/14/91

EXHIBIT "A" TO ANNEXATION AGREEMENT
OF CITY OF THE DALLES AND
PORT OF THE DALLES

DATED _____

PROPERTY DESCRIPTION
(See Paragraph 1 of Annexation Agreement)

PROPERTY DESCRIPTION
FOR
PORT OF THE DALLES

INDUSTRIAL SITE ANNEXATION

TRACT 1

A tract of land in Section 28, Township 2 North, Range 13 East, Willamette Meridian, more particularly described as follows.

Beginning at a point on the existing North city limits line of the City of The Dalles, Oregon, said point being on the East line of the John Irving DLC No. 39 at a point South 295.00 feet from the Northeast corner of said John Irving DLC No. 39; thence North along the East line of said John Irving DLC No. 39 a distance of 295 feet to the Northeast corner of said John Irving DLC No. 39; thence West along the North line of said John Irving DLC No. 39 a distance of 583 feet, more or less, to the intersection with the easterly right-of-way of River Road; thence northwesterly along the said easterly right-of-way of River Road to a point that is right angles to Engineer's Centerline Station 141+31.57, said point also being 1,250.6 feet South and 1,200.5 feet West of the North one-quarter corner of said Section 28, said point further being the most South southeasterly corner of that tract of land conveyed to Wasco County, Oregon, as recorded in Wasco County microfilm 75-1630; thence following around the exterior of said Wasco County deed reference 75-1630, North 00°34'00" East 264.83 feet; thence North 81°31'00" West 182.15 feet; thence North 85°05'30" West 147.15 feet; thence South 10°27'45" East 69.25 feet to the intersection with the North northeasterly right-of-way of said River Road, said point which lies at right angles to Engineer's Centerline Station 145+22.32 feet; thence continuing along the northeasterly right-of-way of said River Road to the intersection with the centerline of Chenowith Creek; thence easterly following the centerline of said Chenowith Creek to the low water mark of the westerly bank of the Columbia River; thence southerly along the said westerly Columbia River low water mark to an intersection with the easterly extension of the North line of that tract of land conveyed to Martin Marietta as described in Wasco County microfilm 75-0635; thence West along the North line of said tract of land described in Wasco County microfilm 75-0635 a distance of 480 feet, more or less, to the most northwesterly corner of said tract described in said Wasco County microfilm 75-0635; thence continuing along the westerly line of said tract South 29°24'00" West 531.77 feet to the northeasterly right-of-way of said River Road; thence northwesterly along the said northeasterly right-of-way of said River Road to the intersection of the existing City of The Dalles city limits line, said line being an intersection with the said northeasterly right-of-way of River Road and a line being 40 feet East and parallel with the East line of the said John Irving DLC No. 39; thence North and easterly along the said City of The Dalles city limits line to an angle point at the North line of the existing city limits line, said point being East 340 feet from the point of beginning of this description; thence West along the said City of The Dalles city limits line 340 feet to the point of beginning.

PROPERTY DESCRIPTION FOR PORT OF THE DALLES
INDUSTRIAL SITE ANNEXATION
Work Order #6834
August 4, 1988

TRACT 2

A tract of land in Section 28, Township 2 North, Range 13 East, Willamette Meridian, more particularly described as follows.

Beginning at a point on the existing City of The Dalles city limits line, said point being an intersection with the East line of the John Irving DLC No. 39, said point being South 675 feet from the Northeast corner of the said John Irving DLC No. 39; thence South along the East line of said John Irving DLC No. 39 to the intersection with the existing City of The Dalles city limits line; thence easterly and northerly along the city limits line to a point that lies East 300 feet from the point of beginning of this description; thence West along the city limits line 300 feet to true point of beginning of this description.

TRACT 3

A tract of land in Section 33, Township 2 North, Range 13 East, Willamette Meridian, more particularly described as follows.

Beginning at the intersection of the easterly right-of-way of River Road and the East-West centerline of said Section 33, said point being on the existing City of The Dalles city limits line; thence northerly along the easterly right-of-way of said River Road and existing City of The Dalles city limits line approximately 1,650 feet to the intersection with the Northwest corner of that tract of land conveyed to Port of The Dalles, Oregon, as described in Wasco County microfilm 75-0634, said point being South 1,012.56 feet and East 421.71 from the North one-quarter of said Section 33, said point further lies at right angle to Engineer's Centerline Station 86+97.3; thence East along the North line of said microfilm 75-0634 to the intersection with the low water mark of the West bank of the Columbia River; thence southerly along the said westerly Columbia River low water mark to the intersection of the East-West centerline of said Section 33, said point being the existing City of The Dalles city limits line; thence West along the East-West centerline and city limits line to the point of beginning.



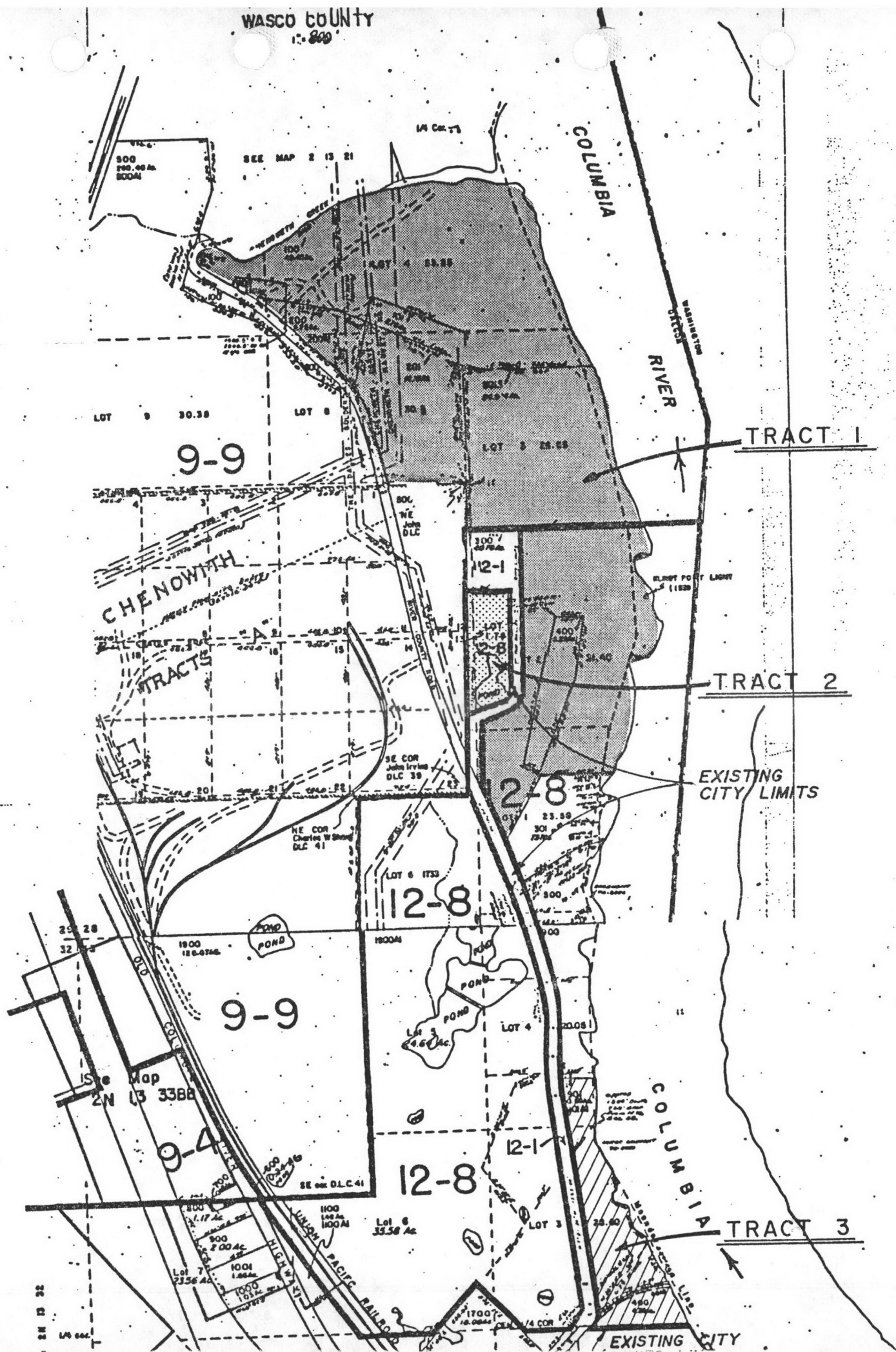


EXHIBIT "B" TO ANNEXATION AGREEMENT
OF CITY OF THE DALLES AND
PORT OF THE DALLES

DATED _____

SPECIAL PROVISIONS REGARDING
UTILITY SERVICES AND OTHER MATTERS

(See Paragraph 11 of Annexation Agreement)

NONE

EXHIBIT "C" TO ANNEXATION AGREEMENT
OF CITY OF THE DALLES AND
PORT OF THE DALLES

DATED _____

OTHER MUNICIPAL SERVICES
(See Paragraph 12 of Annexation Agreement)

NONE

RESOLUTION 88 - 62

A RESOLUTION ADOPTING A DEFERRED
COMPENSATION PLAN ADMINISTERED BY
THE ICMA RETIREMENT CORPORATION

WHEREAS, the City of The Dalles has employees rendering valuable services; and

WHEREAS, the establishment of deferred compensation plans for such employees serves the interests of the City by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the City Council has determined that the establishment of a deferred compensation plan to be administered by the ICMA Retirement Corporation serves the above objectives; and

WHEREAS, the City desires that the investment of funds held under its deferred compensation plan be administered by the ICMA Retirement Corporation, and that such funds be held by the ICMA Retirement Trust, a trust established by public employers for the collective investment of funds held under their deferred compensation plans and money purchase retirement plans; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL:

Section 1. The City of The Dalles hereby adopts the deferred compensation plan attached hereto as Appendix A and made a part hereof by this reference and appoints the ICMA Retirement
Page 1 of 2 - RESOLUTION

Corporation to serve as Administrator thereunder.

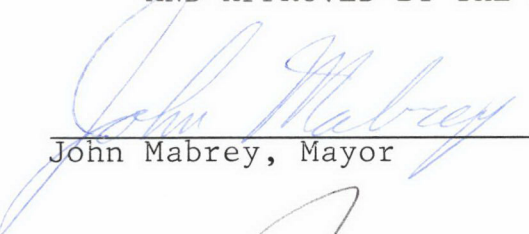
Section 2. By signing this resolution, the City of The Dalles Mayor and City Clerk pro tem hereby execute the Declaration of Trust of the ICMA Retirement Trust attached hereto as Appendix B and made a part hereof by this reference.

Section 3. The City Manager shall be the coordinator for this program and shall receive necessary reports, notices, etc. from the ICMA Retirement Corporation or the ICMA Retirement Trust, and shall cast, on behalf of the City of The Dalles, any required votes under the program. Administrative duties to carry out the plan may be assigned to the appropriate departments.

PASSED AND ADOPTED THIS 15TH DAY OF AUGUST, 1988.

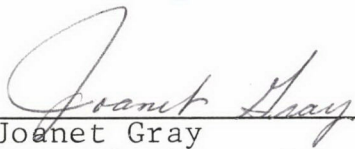
Voting Yes, Councilmembers:	<u>Clark, Probstfield, Phillips, Spadt, Will</u>
Voting No, Councilmembers:	<u>None</u>
Absent, Councilmembers:	<u>None</u>
Abstaining, Councilmembers:	<u>None</u>

AND APPROVED BY THE MAYOR THIS 15TH DAY OF AUGUST, 1988.



John Mabrey, Mayor

ATTEST:



Joannet Gray
City Clerk pro tem

CITY OF THE DALLES

("EMPLOYER")

DEFERRED COMPENSATION PLAN

ARTICLE I. INTRODUCTION

The Employer hereby establishes the Employer's Deferred Compensation Plan, hereinafter referred to as the "Plan." The Plan consists of the provisions set forth in this document.

The primary purpose of this Plan is to provide retirement income and other deferred benefits to the Employees of the Employer in accordance with the provisions of section 457 of the Internal Revenue Code of 1954, as amended.

This Plan shall be an agreement solely between the Employer and participating Employees.

ARTICLE II. DEFINITIONS

Section 2.01 Account: The bookkeeping account maintained for each Participant reflecting the cumulative amount of the Participant's Deferred Compensation, including any income, gains, losses, or increases or decreases in market value attributable to the Employer's investment of the Participant's Deferred Compensation, and further reflecting any distributions to the Participant or the Participant's Beneficiary and any fees or expenses charged against such Participant's Deferred Compensation.

Section 2.02 Administrator: The person or persons named to carry out certain nondiscretionary administrative functions under the Plan, as hereinafter described. The Employer may remove any person as Administrator upon 60 days' advance notice in writing to such person, in which case the Employer shall name another person or persons to act as Administrator. The Administrator may resign upon 60 days' advance notice in writing to the Employer, in which case the Employer shall name another person or persons to act as Administrator.

Section 2.03 Beneficiary: The person or persons designated by the Participant in his Joinder Agreement who shall receive any benefits payable hereunder in the event of the Participant's death.

Section 2.04 Deferred Compensation: The amount of Normal Compensation otherwise payable to the Participant which the Participant and the Employer mutually agree to defer hereunder, any amount credited to a Participant's Account by reason of a transfer under Section 6.03, or any other amount which the Employer agrees to credit to a Participant's Account.

Section 2.05 Employee: Any individual who provides services for the Employer, whether as an employee of the Employer or as an independent contractor, and who has been designated by the Employer as eligible to participate in the Plan.

Section 2.06 Includible Compensation: The amount of an Employee's compensation from the Employer for a taxable year that is attributable to services performed for the Employer and that is includible in the Employee's gross income for the taxable year for federal income tax purposes; such term does not include any amount excludable from gross income under this Plan or any other plan described in section 457(b) of the Internal Revenue Code, any amount excludable from gross income under section 403(b) of the Internal Revenue Code, or any other amount excludable from gross income for federal income tax purposes. Includible Compensation shall be determined without regard to any community property laws.

Section 2.07 Joinder Agreement: An agreement entered into between an Employee and the Employer, including any amendments or modifications thereof. Such agreement shall fix the amount of Deferred Compensation, specify a preference among the investment alternatives designated by the Employer, designate the Employee's Beneficiary or Beneficiaries, and incorporate the terms, conditions, and provisions of the Plan by reference.

Section 2.08 Normal Compensation: The amount of compensation which would be payable to a Participant by the Employer for a taxable year if no Joinder Agreement were in effect to defer compensation under this Plan.

Section 2.09 Normal Retirement Age: Age 70, unless the Participant has elected an alternate Normal Retirement Age by written instrument delivered to the Administrator prior to Separation from Service. A Participant's Normal Retirement Age determines (a) the latest time when benefits may commence under this Plan (unless the Participant continues employment after Normal Retirement Age), and (b) the period during which a Participant may utilize the catch-up limitation of Section 5.02 hereunder. Once a Participant has to any extent utilized the catch-up limitation of Section 5.02, his Normal Retirement Age may not be changed.

A Participant's alternate Normal Retirement Age may not be earlier than the earliest date that the Participant will become eligible to retire and receive unreduced retirement benefits under the Employer's basic retirement plan covering the Participant and may not be later than the date the Participant attains age 70. If a Participant continues employment after attaining age 70, not having previously elected an alternate Normal Retirement Age, the Participant's alternate Normal Retirement Age shall not be later than the mandatory retirement age, if any, established by the Employer, or the age at which the Participant actually separates from service if the Employer has no mandatory retirement age. If the Participant will not become eligible to receive benefits under a basic retirement plan maintained by the Employer, the Participant's alternate Normal Retirement Age may not be earlier than attainment of age 55 and may not be later than the attainment of age 70.

Section 2.10 Participant: Any Employee who has joined the Plan pursuant to the requirements of Article IV.

Section 2.11 Plan Year: The calendar year.

Section 2.12 Retirement: The first date upon which both of the following shall have occurred with respect to a Participant: Separation from Service and attainment of age 65.

Section 2.13 Separation from Service: Severance of the Participant's employment with the Employer which constitutes a "separation from service" within the meaning of section 402 (e) 4 (A) (iii) of the Internal Revenue Code. In general, a Participant shall be deemed to have severed his employment with the Employer for purposes of this Plan when, in accordance with the established practices of the Employer, the employment relationship is considered to have actually terminated. In the case of a Participant who is an independent contractor of the Employer, Separation from Service shall be deemed to have occurred when the Participant's contract under which services are performed has completely expired and terminated, there is no foreseeable possibility that the Employer will renew the contract or enter into a new contract for the Participant's services, and it is not anticipated that the Participant will become an Employee of the Employer.

ARTICLE III. ADMINISTRATION

Section 3.01 Duties of Employer: The Employer shall have the authority to make all discretionary decisions affecting the rights or benefits of Participants which may be required in the administration of this Plan.

Section 3.02 Duties of Administrator: The Administrator, as agent for the Employer, shall perform nondiscretionary administrative functions in connection with the Plan, including the maintenance of Participants' Accounts, the provision of periodic reports on the status of each Account and the disbursement of benefits on behalf of the Employer in accordance with the provisions of this Plan.

ARTICLE IV. PARTICIPATION IN THE PLAN

Section 4.01 Initial Participation: An Employee may become a Participant by entering into a Joinder Agreement prior to the beginning of the calendar month in which the Joinder Agreement is to become effective to defer compensation not yet earned.

Section 4.02 Amendment of Joinder Agreement: A Participant may amend an executed Joinder Agreement to change the amount of compensation not yet earned which is to be deferred (including the reduction of such future deferrals to zero) or to change his investment preference (subject to such restrictions as may result from the nature or terms of any investment made by the Employer). Such amendment shall become effective as of the beginning of the calendar month commencing after the date the amendment is executed. A Participant may at any time amend his Joinder Agreement to change the designated Beneficiary, and such amendment shall become effective immediately.

ARTICLE V. LIMITATIONS OF DEFERRALS

Section 5.01 Normal Limitation: Except as provided in Section 5.02, the maximum amount of Deferred Compensation for any Participant for any taxable year shall not exceed the lesser of \$7,500.00 or 33 1/3 percent of the Participant's Includible Compensation for the taxable year. This limitation will ordinarily be equivalent to the lesser of \$7,500.00 or 25 percent of the Participant's Normal Compensation.

Section 5.02 Catch-Up Limitation: For each of the last three (3) taxable years of a Participant ending before his attainment of Normal Retirement Age, the maximum amount of Deferred Compensation shall be the lesser of: (i) \$15,000 or (ii) the sum of (i) the Normal Limitation for the taxable year, and (ii) that portion of the Normal Limitation for each of the prior taxable years of the Participant commencing after 1978 during which the Plan was in existence, compensation (if any) deferred under the plan was subject to the limitations set forth in section 5.01, and the Participant was eligible to participate in the Plan (or in any other plan established under section 457 of the Internal Revenue Code by an employer within the same State as the Employer) in excess of the amount of Deferred Compensation for each such prior taxable year (including amounts deferred under such other plan). For purposes of this Section 5.02, a Participant's Includible Compensation for the current taxable year shall be deemed to include any Deferred Compensation for the taxable year in excess of the amount permitted under the Normal Limitation, and the Participant's Includible Compensation for any prior taxable year shall be deemed to exclude any amount that could have been deferred under the Normal Limitation for such prior taxable year.

Section 5.03 Section 403(b) Annuities: For purposes of Sections 5.01 and 5.02, amounts contributed by the Employer on behalf of a Participant for the purchase of an annuity contract described in section 403(b) of the Internal Revenue Code shall be treated as if such amounts constituted Deferred Compensation under this Plan for the taxable year in which the contribution was made and shall thereby reduce the maximum amount that may be deferred for such taxable year.

ARTICLE VI. INVESTMENTS AND ACCOUNT VALUES

Section 6.01 Investment of Deferred Compensation: All investments of Participants' Deferred Compensation made by the Employer, including all property and rights purchased with such amounts and all income attributable thereto, shall be the sole property of the Employer and shall not be held in trust for Participants or as collateral security for the fulfillment of the Employer's obligations under the Plan. Such property shall be subject to the claims of general

creditors of the Employer, and no Participant or Beneficiary shall have any vested interest or secured or preferred position with respect to such property or have any claim against the Employer except as a general creditor.

Section 6.02 Crediting of Accounts: The Participant's Account shall reflect the amount and value of the investments or other property obtained by the Employer through the investment of the Participant's Deferred Compensation. It is anticipated that the Employer's investments with respect to a Participant will conform to the investment preference specified in the Participant's Joinder Agreement, but nothing herein shall be construed to require the Employer to make any particular investment of a Participant's Deferred Compensation. Each Participant shall receive periodic reports, not less frequently than annually, showing the then-current value of his Account.

Section 6.03 Transfers: A transfer will be accepted from an eligible State deferred compensation plan maintained by another employer and credited to a Participant's Account under this Plan. The Employer may require such documentation from the predecessor plan as it deems necessary to effectuate the transfer, to confirm that such plan is an eligible State deferred compensation plan within the meaning of section 457 of the Internal Revenue Code, and to assure that transfers are provided for under such plan. Any such transferred amount shall not be treated as a deferral subject to the limitations of Article V, except that, for purposes of applying the limitations of Section 5.01 and 5.02, an amount deferred during any taxable year under the plan from which the transfer is accepted shall be treated as if it had been deferred under this Plan during such taxable year and compensation paid by the transferor employer shall be treated as if it had been paid by the Employer.

Section 6.04 Employer Liability: In no event shall the Employer's liability to pay benefits to a Participant under Article VI exceed the value of the amounts credited to the Participant's Account; the Employer shall not be liable for losses arising from depreciation or shrinkage in the value of any investments acquired under this Plan.

ARTICLE VII. BENEFITS

Section 7.01 Retirement Benefits and Election on Separation from Service: Except as otherwise provided in this Article VII, the distribution of a Participant's Account shall commence during the second calendar month after the close of the Plan Year of the Participant's Retirement, and the distribution of such Retirement benefits shall be made in accordance with one of the payment options described in Section 7.02. Notwithstanding the foregoing, the Participant may irrevocably elect within 60 days following separation from Service to have the distribution of benefits commence on a date other than that described in the preceding sentence which is at least 60 days after the date such election is delivered in writing to the Employer and forwarded to the Administrator but not later than 60 days after the close of the Plan Year of the Participant's attainment of Normal Retirement Age or Separation from Service, whichever is later.

Section 7.02 Payment Options: As provided in Sections 7.01 and 7.05, a Participant may elect to have the value of his Account distributed in accordance with one of the following payment options, provided that such option is consistent with the limitations set forth in Section 7.03:

- (a) Equal monthly, quarterly, semi-annual or annual payments in an amount chosen by the Participant, continuing until his Account is exhausted;
- (b) One lump sum payment;
- (c) Approximately equal monthly, quarterly, semi-annual or annual payments, calculated to continue for a period chosen by the Participant;
- (d) Payments equal to payments made by the issuer of a retirement annuity policy acquired by the Employer;
- (e) Any other payment option elected by the Participant and agreed to by the Employer.

A Participant's election of a payment option must be made at least 30 days before the payment of benefits is to commence. If a Participant fails to make a timely election of a payment option, benefits shall be paid monthly under option (c) above for a period of five years.

Section 7.03 Limitation on Options: No payment option may be selected by the Participant under Section 7.02 unless the present value of the payments to the Participant, determined as of the date benefits commence, exceeds 50 percent of the value of the Participant's Account as of the date benefits

commence. Present value determinations under this Section shall be made by the Administrator in accordance with the expected return multiples set forth in section 1.72-9 of the Federal Income Tax Regulations (or any successor provision to such regulations).

Section 7.04 Post-retirement Death Benefits: Should the Participant die after he has begun to receive benefits under a payment option, the remaining payments, if any, under the payment option shall be payable to the Participant's Beneficiary commencing within the 30-day period commencing with the 31st day after the Participant's death, unless the Beneficiary elects payment under a different payment option within 30 days of the Participant's death. In no event shall the Employer or Administrator be liable to the Beneficiary for the amount of any payment made in the name of the Participant before the Administrator receives proof of death of the Participant. Notwithstanding the foregoing, payments to a Beneficiary shall not extend over a period longer than (i) the Beneficiary's life expectancy if the Beneficiary is the Participant's spouse or (ii) fifteen (15) years if the Beneficiary is not the Participant's spouse. If no Beneficiary is designated in the Joinder Agreement, or if the designated Beneficiary does not survive the Participant for a period of fifteen (15) days, then the commuted value of any remaining payments under the payment option shall be paid in a lump sum to the estate of the Participant. If the designated Beneficiary survives the Participant for a period of fifteen (15) days, but does not continue to live for the remaining period of payments under the payment option (as modified, if necessary, in conformity with the third sentence of this section), then the commuted value of any remaining payments under the payment option shall be paid in a lump sum to the estate of the Beneficiary.

Section 7.05 Pre-retirement Death Benefits: Should the Participant die before he has begun to receive the benefits provided by Section 7.01, the value of the Participant's Account shall be payable to the Beneficiary commencing within the 30-day period commencing on the 91st day after the Participant's death, unless the Beneficiary elects a different benefit commencement date within the 90 days of the Participant's death. Such benefits shall be paid in approximately equal annual installments over five years, or over such shorter period as may be necessary to assure that the amount of any annual installment is not less than \$3,500, unless the Beneficiary elects a different payment option within 90 days of the Participant's death. Notwithstanding the foregoing, benefits paid to a Beneficiary under this Section may commence no earlier than the 91st day after the Participant's death and no later than 60 days after the later of the close of the Plan Year in which the Participant attained or would have attained Normal Retirement Age or the close of the Plan Year in which the Participant separated from service. A Beneficiary who may elect a payment option pursuant to the provisions of the preceding sentence shall be treated as if he were a Participant for purposes of determining the payment options available under Section 7.02; provided, however, that the payment option chosen by the Beneficiary must provide for payments to the Beneficiary over a period no longer than the life expectancy of the Beneficiary if the Beneficiary is the Participant's spouse and must provide for payments over a period not in excess of fifteen (15) years if the Beneficiary is not the Participant's spouse.

Section 7.06 Unforeseeable Emergencies: In the event an unforeseeable emergency occurs, a Participant may apply to the Employer to receive that part of the value of his account that is reasonably needed to satisfy the emergency need. If such an application is approved by the Employer, the Participant shall be paid only such amount as the Employer deems necessary to meet the emergency need, but payment shall not be made to the extent that the financial hardship may be relieved through cessation of deferral under the Plan, insurance or other reimbursement, or liquidation of other assets to the extent such liquidation would not itself cause severe financial hardship. An unforeseeable emergency shall be deemed to involve only circumstances of severe

financial hardship to the Participant resulting from a sudden and unexpected illness, accident or disability of the Participant or of a dependent (as defined in section 152(a) of the Internal Revenue Code) of the Participant, loss of the Participant's property due to casualty, or other similar and extraordinary unforeseeable circumstances arising as a result of events beyond the control of the Participant. The need to send a Participant's child to college or to purchase a new home shall not be considered unforeseeable emergencies. The determination as to whether such an unforeseeable emergency exists shall be based on the merits of each individual case.

ARTICLE VIII. NON-ASSIGNABILITY

No Participant or Beneficiary shall have any right to commute, sell, assign, pledge, transfer or otherwise convey or encumber the right to receive any payments hereunder, which payments and rights are expressly declared to be non-assignable and non-transferable.

ARTICLE IX. RELATIONSHIP TO OTHER PLANS AND EMPLOYMENT AGREEMENTS

This Plan serves in addition to any other retirement, pension, or benefit plan or system presently in existence or hereinafter established for the benefit of the Employer's employees, and participation hereunder shall not affect benefits receivable under any such plan or system. Nothing contained in this Plan shall be deemed to constitute an employment contract or agreement between any Participant and the Employer or to give any Participant the right to be retained in the employ of the Employer. Nor shall anything herein be construed to modify the terms of any employment contract or agreement between a Participant and the Employer.

ARTICLE X. AMENDMENT OR TERMINATION OF PLAN

The Employer may at any time amend this Plan provided that it transmits such amendment in writing to the Administrator at least 30 days prior to the effective date of the amendment. The consent of the Administrator shall not be required in order for such amendment to become effective, but the Administrator shall be under no obligation to continue acting as Administrator hereunder if it disapproves of such amendment. The Employer may at any time terminate this Plan.

The Administrator may at any time propose an amendment to the Plan by an instrument in writing transmitted to the Employer at least 30 days before the effective date of the amendment. Such amendment shall become effective unless, within such 30-day period, the Employer notifies the Administrator in writing that it disapproves such amendment, in which case such amendment shall not become effective. In the event of such disapproval, the Administrator shall be under no obligation to continue acting as Administrator hereunder.

No amendment or termination of the Plan shall divest any Participant of any rights with respect to compensation deferred before the date of the amendment or termination.

ARTICLE XI. APPLICABLE LAW

This Plan shall be construed under the laws of the state where the Employer is located and is established with the intent that it meet the requirements of an "eligible State deferred compensation plan" under section 457 of the Internal Revenue Code of 1954, as amended. The provisions of this Plan shall be interpreted wherever possible in conformity with the requirements of that section.

ARTICLE XII. GENDER AND NUMBER

The masculine pronoun, whenever used herein, shall include the feminine pronoun, and the singular shall include the plural, except where the context requires otherwise.

DECLARATION OF TRUST OF ICMA RETIREMENT TRUST

ARTICLE I. NAME AND DEFINITIONS

Section 1.1 Name: The Name of the Trust, as amended and restated hereby, is the ICMA Retirement Trust.

Section 1.2 Definitions: Wherever they are used herein, the following terms shall have the following respective meanings:

- (a) By-Laws. The By-Laws referred to in Section 4.1 hereof, as amended from time to time.
- (b) Deferred Compensation Plan. A deferred compensation plan established and maintained by a Public Employer for the purpose of providing retirement income and other deferred benefits to its employees in accordance with the provisions of section 457 of the Internal Revenue Code of 1954, as amended.
- (c) Employees. Those employees who participate in Qualified Plans.
- (d) Employer Trust. A trust created pursuant to an agreement between RC and a Public Employer for the purpose of investing and administering the funds set aside by such Employer in connection with its Deferred Compensation agreements with its employees or in connection with its Qualified Plan.
- (e) Guaranteed Investment Contract. A contract entered into by the Retirement Trust with insurance companies that provides for a guaranteed rate of return on investments made pursuant to such contract.
- (f) ICMA. The International City Management Association.
- (g) ICMA/RC Trustees. Those Trustees elected by the Public Employers who, in accordance with the provisions of Section 3.1(a) hereof, are also members of the Board of Directors of ICMA or RC.
- (h) Investment Adviser. The Investment Adviser that enters into a contract with the Retirement Trust to provide advice with respect to investment of the Trust Property.
- (i) Portfolios. The Portfolios of investments established by the Investment Adviser to the Retirement Trust, under the supervision of the Trustees, for the purpose of providing investments for the Trust Property.
- (j) Public Employee Trustees. Those Trustees elected by the Public Employers who, in accordance with the provisions of Section 3.1(a) hereof, are full-time employees of Public Employers.
- (k) Public Employer Trustees. Public Employers who serve as trustees of the Qualified Plans.
- (l) Public Employer. A unit of state or local government, or any agency or instrumentality thereof, that has adopted a Deferred Compensation Plan or a Qualified Plan and has executed this Declaration of Trust.
- (m) Qualified Plan. A plan sponsored by a Public Employer for the purpose of providing retirement income to its employees which satisfies the qualification requirements of Section 401 of the Internal Revenue Code, as amended.
- (n) RC. The International City Management Association Retirement Corporation.

(o) Retirement Trust. The Trust created by this Declaration of Trust.

(p) Trust Property. The amounts held in the Retirement Trust on behalf of the Public Employers in connection with Deferred Compensation Plans and on behalf of the Public Employer Trustees for the exclusive benefit of Employees pursuant to Qualified Plans. The Trust Property shall include any income resulting from the investment of the amounts so held.

(q) Trustees. The Public Employee Trustees and ICMA/RC Trustees elected by the Public Employers to serve as members of the Board of Trustees of the Retirement Trust.

ARTICLE II. CREATION AND PURPOSE OF THE TRUST; OWNERSHIP OF TRUST PROPERTY

Section 2.1 Creation: The Retirement Trust is created and established by the execution of this Declaration of Trust by the Trustees and the Public Employers.

Section 2.2 Purpose: The purpose of the Retirement Trust is to provide for the commingled investment of funds held by the Public Employers in connection with their Deferred Compensation and Qualified Plans. The Trust Property shall be invested in the Portfolios, in Guaranteed Investment Contracts, and in other investments recommended by the Investment Adviser under the supervision of the Board of Trustees. No part of the Trust Property will be invested in securities issued by Public Employers.

Section 2.3 Ownership of Trust Property: The Trustees shall have legal title to the Trust Property. The Public Employers shall be the beneficial owners of the portion of the Trust Property allocable to the Deferred Compensation Plans. The portion of the Trust Property allocable to the Qualified Plans shall be held for the Public Employer Trustees for the exclusive benefit of the Employees.

ARTICLE III. TRUSTEES

Section 3.1 Number and Qualification of Trustees.

(a) The Board of Trustees shall consist of nine Trustees. Five of the Trustees shall be full-time employees of a Public Employer (the Public Employee Trustees) who are authorized by such Public Employer to serve as Trustee. The remaining four Trustees shall consist of two persons who, at the time of election to the Board of Trustees, are members of the Board of Directors of ICMA and two persons who, at the time of election, are members of the Board of Directors of RC (the ICMA/RC Trustees). One of the Trustees who is a director of ICMA, and one of the Trustees who is a director of RC, shall, at the time of election, be full-time employees of a Public Employer.

(b) No person may serve as a Trustee for more than one term in any ten-year period.

Section 3.2 Election and Term.

(a) Except for the Trustees appointed to fill vacancies pursuant to Section 3.5 hereof, the Trustees shall be elected by a vote of a majority of the Public Employers in accordance with the procedures set forth in the By-Laws.

(b) At the first election of Trustees, three Trustees shall be elected for a term of three years, three Trustees shall be elected for a term of two years and three Trustees shall be elected for a term of one year. At each subsequent election, three Trustees shall be elected for a term of three years and until his or her successor is elected and qualified.

Section 3.3 Nominations: The Trustees who are full-time employees of Public Employers shall serve as the Nominating Committee for the Public Employee Trustees. The Nominating Committee shall choose candidates for Public Employee Trustees in accordance with the procedures set forth in the By-Laws.

Section 3.4 Resignation and Removal.

(a) Any Trustee may resign as Trustee (without need for prior or subsequent accounting) by an instrument in writing signed by the Trustee and delivered to the other Trustees and such resignation shall be effective upon such delivery, or at a later date according to the terms of the instrument. Any of the Trustees may be removed for cause, by a vote of a majority of the Public Employers.

(b) Each Public Employee Trustee shall resign his or her position as Trustee within sixty days of the date on which he or she ceases to be a full-time employee of a Public Employer.

Section 3.5 Vacancies: The term of office of a Trustee shall terminate and a vacancy shall occur in the event of the death, resignation, removal, adjudicated incompetence or other incapacity to perform the duties of the office of a Trustee. In the case of a vacancy, the remaining Trustees shall appoint such person as they in their discretion shall see fit (subject to the limitations set forth in this Section), to serve for the unexpired portion of the term of the Trustee who has resigned or otherwise ceased to be a Trustee. The appointment shall be made by a written instrument signed by a majority of the Trustees. The person appointed must be the same type of Trustee (i.e., Public Employee Trustee or ICMA/RC Trustee) as the person who has ceased to be a Trustee. An appointment of a Trustee may be made in anticipation of a vacancy to occur at a later date by reason of retirement or resignation, provided that such appointment shall not become effective prior to such retirement or resignation. Whenever a vacancy in the number of Trustees shall occur, until such vacancy is filled as provided in this Section 3.5, the Trustees in office, regardless of their number, shall have all the powers granted to the Trustees and shall discharge all the duties imposed upon the Trustees by this Declaration. A written instrument certifying the existence of such vacancy signed by a majority of the Trustees shall be conclusive evidence of the existence of such vacancy.

Section 3.6 Trustees Serve in Representative Capacity: By executing this Declaration, each Public Employer agrees that the Public Employee Trustees elected by the Public Employers are authorized to act as agents and representatives of the Public Employers collectively.

ARTICLE IV. POWERS OF TRUSTEES

Section 4.1 General Powers: The Trustees shall have the power to conduct the business of the Trust and to carry on its operations. Such power shall include, but shall not be limited to, the power to:

- (a) receive the Trust Property from the Public Employers, Public Employer Trustees or other Trustee of any Employer Trust;
- (b) enter into a contract with an Investment Adviser providing, among other things, for the establishment and operation of the Portfolios, selection of the Guaranteed Investment Contracts in which the Trust Property may be invested, selection of other investments for the Trust Property and the payment of reasonable fees to the Investment Adviser and to any sub-investment adviser retained by the Investment Adviser;
- (c) review annually the performance of the Investment Adviser and approve annually the contract with such Investment Adviser;
- (d) invest and reinvest the Trust Property in the Portfolios, the Guaranteed Interest Contracts and in any other investment recommended by the Investment Adviser, but not including securities issued by Public Employers, provided that if a Public Employer has directed that its monies be invested in specified Portfolios or in a Guaranteed Investment Contract, the Trustees of the Retirement Trust shall invest such monies in accordance with such directions;
- (e) keep such portion of the Trust Property in cash or cash balances as the Trustees, from time to time, may deem to be in the best interest of the Retirement Trust created hereby, without liability for interest thereon;

(f) accept and retain such time as they may deem advisable any securities or other property received or acquired by them as Trustees hereunder, whether or not such securities or other property would normally be purchased as investments hereunder;

(g) cause any securities or other property held as part of the Trust Property to be registered in the name of the Retirement Trust or in the name of a nominee, and to hold any investments in bearer form, but the books and records of the Trustees shall at all times show that all such investments are a part of the Trust Property;

(h) make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(i) vote upon any stock, bonds, or other securities; give general or special proxies or powers of attorney with or without power of substitution; exercise any conversion privileges, subscription rights, or other options, and make any payments incidental thereto; oppose, or consent to, or otherwise participate in, corporate reorganizations or other changes effecting corporate securities, and delegate discretionary powers, and pay any assessments or charges in connection therewith; and generally exercise any of the powers of an owner with respect to stocks, bonds, securities or other property held as part of the Trust Property;

(j) enter into contracts or arrangements for goods or services required in connection with the operation of the Retirement Trust, including, but not limited to, contracts with custodians and contracts for the provision of administrative services;

(k) borrow or raise money for the purposes of the Retirement Trust in such amount, and upon such terms and conditions, as the Trustees shall deem advisable, provided that the aggregate amount of such borrowings shall not exceed 30% of the value of the Trust Property. No person lending money to the Trustees shall be bound to see the application of the money lent or to inquire into its validity, expediency or propriety of any such borrowing;

(l) incur reasonable expenses as required for the operation of the Retirement Trust and deduct such expenses from the Trust Property;

(m) pay expenses properly allocable to the Trust Property incurred in connection with the Deferred Compensation Plans, Qualified Plans, or the Employer Trusts and deduct such expenses from that portion of the Trust Property to whom such expenses are properly allocable;

(n) pay out of the Trust Property all real and personal property taxes, income taxes and other taxes of any and all kinds which, in the opinion of the Trustees, are properly levied, or assessed under existing or future laws upon, or in respect of, the Trust Property and allocate any such taxes to the appropriate accounts;

(o) adopt, amend and repeal the By-Laws, provided that such By-Laws are at all times consistent with the terms of this Declaration of Trust;

(p) employ persons to make available interests in the Retirement Trust to employers eligible to maintain a Deferred Compensation Plan under Section 457 or a Qualified Plan under Section 401 of the Internal Revenue Code, as amended;

(q) issue the Annual Report of the Retirement Trust, and the disclosure documents and other literature used by the Retirement Trust;

(r) make loans, including the purchase of debt obligations, provided that all such loans shall bear interest at the current market rate;

(s) contract for, and delegate any powers granted hereunder to, such officers, agents, employees, auditors and attorneys as the Trustees may select, provided that the Trustees may not delegate the powers set forth in paragraphs (b), (c) and (o) of this Section 4.1 and may not delegate any powers if such delegation would violate their fiduciary duties;

(t) provide for the indemnification of the officers and Trustees of the Retirement Trust and purchase fiduciary insurance;

(u) maintain books and records, including separate accounts for each Public Employer, Public Employer Trustee or Employer Trust and such additional separate accounts as are required under, and consistent with, the Deferred Compensation or Qualified Plan of each Public Employer; and

(v) do all such acts, take all such proceedings, and exercise all such rights and privileges, although not specifically mentioned herein, as the Trustees may deem necessary or appropriate to administer the Trust Property and to carry out the purposes of the Retirement Trust.

Section 4.2 Distribution of Trust Property: Distributions of the Trust Property shall be made to, or on behalf of, the Public Employer or Public Employer Trustee, in accordance with the terms of the Deferred Compensation Plans, Qualified Plans or Employer Trusts. The Trustees of the Retirement Trust shall be fully protected in making payments in accordance with the directions of the Public Employers, Public Employer Trustees or other Trustee of the Employer Trusts without ascertaining whether such payments are in compliance with the provisions of the Deferred Compensation or Qualified Plans, or the agreements creating the Employer Trusts.

Section 4.3 Execution of Instruments: The Trustees may unanimously designate any one or more of the Trustees to execute any instrument or document on behalf of all, including but not limited to the signing or endorsement of any check and the signing of any applications, insurance and other contracts, and the action of such designated Trustee or Trustees shall have the same force and effect as if taken by all the Trustees.

ARTICLE V. DUTY OF CARE AND LIABILITY OF TRUSTEES

Section 5.1 Duty of Care: In exercising the powers hereinbefore granted to the Trustees, the Trustees shall perform all acts within their authority for the exclusive purpose of providing benefits for the Public Employers in connection with Deferred Compensation Plans and Public Employer Trustees pursuant to Qualified Plans, and shall perform such acts with the care, skill, prudence and diligence in the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

Section 5.2 Liability: The Trustees shall not be liable for any mistake of judgment or other action taken in good faith, and for any action taken or omitted in reliance in good faith upon the books of account or other records of the Retirement Trust, upon the opinion of counsel, or upon reports made to the Retirement Trust by any of its officers, employees or agents or by the Investment Adviser or any sub-investment adviser, accountants, appraisers or other experts or consultants selected with reasonable care by the Trustees, officers or employees of the Retirement Trust. The Trustees shall also not be liable for any loss sustained by the Trust Property by reason of any investment made in good faith and in accordance with the standard of care set forth in Section 5.1.

Section 5.3 Bond: No Trustee shall be obligated to give any bond or other security for the performance of any of his or her duties hereunder.

ARTICLE VI. ANNUAL REPORT TO SHAREHOLDERS

The Trustees shall annually submit to the Public Employers and Public Employer Trustees a written report of the transactions of the Retirement Trust, including financial statements which shall be certified by independent public accountants chosen by the Trustees.

ARTICLE VII. DURATION OR AMENDMENT OF RETIREMENT TRUST

Section 7.1 Withdrawal: A Public Employer or Public Employer Trustee may, at any time, withdraw from this Retirement Trust by delivering to the Board of Trustees a written statement of withdrawal. In such statement, the Public Employer or Public Employer Trustee shall acknowledge that the Trust Property allocable to the Public Employer is derived from compensation deferred by employees of such Public Employer pursuant to its Deferred Compensation Plan or from contributions to the accounts of Employees pursuant to a Qualified Plan, and shall designate the financial institution to which such property shall be transferred by the Trustees of the Retirement Trust or by the Trustee of the Employer Trust.

Section 7.2 Duration: The Retirement Trust shall continue until terminated by the vote of a majority of the Public Employers, each casting one vote. Upon termination, all of the Trust Property shall be paid out to the Public Employers, Public Employer Trustees or the Trustees of the Employer Trusts, as appropriate.

Section 7.3 Amendment: The Retirement Trust may be amended by the vote of a majority of the Public Employers, each casting one vote.

Section 7.4 Procedure: A resolution to terminate or amend the Retirement Trust or to remove a Trustee shall be submitted to a vote of the Public Employers if: (i) a majority of the Trustees so direct, or; (ii) a petition requesting a vote, signed by not less than 25% of the Public Employers, is submitted to the Trustees.

ARTICLE VIII. MISCELLANEOUS

Section 8.1 Governing Law: Except as otherwise required by state or local law, this Declaration of Trust and the Retirement Trust hereby created shall be construed and regulated by the laws of the District of Columbia.

Section 8.2 Counterparts: This Declaration may be executed by the Public Employers and Trustees in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

RESOLUTION NO. 88 - 61

A RESOLUTION APPROVING AN AGREEMENT WITH
THE DALLES EMPLOYEES ASSOCIATION, OREGON
PUBLIC EMPLOYEES UNION, SEIU LOCAL 503,
AFL-CIO, CLC

WHEREAS, The Dalles Employees Association and the City of
The Dalles have met on a continuing basis to discuss terms and
conditions of employment; and

WHEREAS, the present labor contract for The Dalles
Employees Association expired June 30, 1987; and

WHEREAS, the parties have negotiated a follow-on contract
for the period of three (3) years, a copy of which is attached
hereto, and by this reference made a part hereof. NOW,
THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL:

Section 1. Contract Approved.

The 1987-1990 contract negotiated between the City of
The Dalles' negotiator, the City Manager, and The Dalles
Employees Association is hereby accepted and approved by the City
Council.

Section 2. Officials to Act.

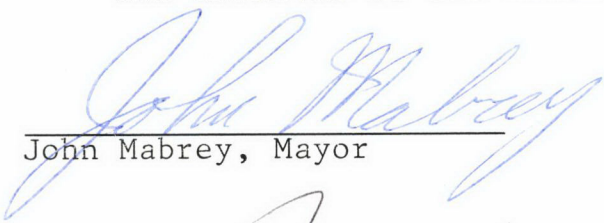
The Mayor, the City Manager and such other officials as may
be required shall take such steps as are necessary to execute and
carry into effect the contract approved under this resolution.

PASSED AND ADOPTED THIS 15TH DAY OF AUGUST, 1988.

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

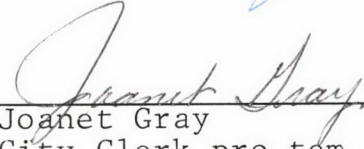


AND APPROVED BY THE MAYOR THIS 15TH DAY OF AUGUST, 1988.



John Mabrey, Mayor

ATTEST:



Joanet Gray
City Clerk pro tem

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF THE DALLES, OREGON

AND

THE DALLES EMPLOYEES ASSOCIATION,
OREGON PUBLIC EMPLOYEES UNION,
SEIU LOCAL 503, AFL-CIO, CLC

JULY 1, 1987, THROUGH JUNE 30, 1990

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ARTICLE I - PREAMBLE

This Agreement is entered into by the City of The Dalles, Oregon, hereinafter referred to as the "City," and the Employees Association, an affiliate of Oregon Public Employees Union, SEIU Local 503, AFL-CIO, CLC, hereinafter referred to as the "Association."

ARTICLE II - RECOGNITION

The City recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment for all City employees whose work falls in one of the job classifications listed in Appendix A hereof. In addition, except as provided for herein, all supervisors, confidential, temporary employees and all part-time employees are specifically excluded from the bargaining unit. Notwithstanding the forgoing, part-time employees who are regularly scheduled to work at least 20 hours per week and who work in the library shall also be included in the bargaining unit. Temporary employees include all employees hired into any position that is not a regularly budgeted specific individual position and all employees who are hired to replace an employee who is on leave. Part-time employees are all employees who are not regularly scheduled to work 40 hours per week.

ARTICLE III - MANAGEMENT RIGHTS

The City retains the exclusive right to exercise the customary rights and functions of management including, but not limited to, directing the activities of the departments, determining the standards and levels of service and methods of operation, including subcontracting and the introduction of new equipment; the right to hire, layoff, transfer and promote and to establish standards and procedures therefor; to discipline or discharge for cause, to determine work schedules and assign work, and all other such rights and functions not specifically referred to in this Agreement, and not expressly abridged by specific provisions of this Agreement.

ARTICLE IV - CONTRACTING AND SUBCONTRACTING OF WORK

Notwithstanding the provisions of ORS 243.650 to 243.782, the Association recognizes that the City shall have the right to make and to implement decisions relative to the contracting and subcontracting of work as it may determine; however, before the City may contract work presently and regularly performed by members of the bargaining unit, and provided such contracting will result in the layoff or demotion of current members of the bargaining unit, the following shall occur:

A. NOTICE:

The Association shall be notified in writing at least 70 days in advance of the proposed implementation of such subcontracting. Such notification shall include a detailed

analysis of the likely impact on the bargaining unit, and shall also outline the projected financial impact and other considerations that the City has deemed are pertinent to its deliberations to contract or subcontract work. Upon receipt of such notice, the Association shall have 20 days in which to notify the City of its desire to meet and discuss the subcontracting. The Association may propose changes in existing work rules, benefits and/or wage rates in order to compete more effectively with the contractors or subcontractors and/or the Association may propose alternative staffing arrangements that it believes would reduce the impact of the contracting or subcontracting.

B. REVIEW OF ALTERNATIVES:

The City shall not finalize a decision to contract or subcontract such work until after it has afforded the Association the opportunity to meet as provided above. The City shall give full consideration to all timely Association proposals before a decision is finalized. If such work is to be contracted or subcontracted, the City agrees to transfer or demote employees to any available vacant positions rather than lay off employees whenever it is feasible to do so, provided the employee meets the minimum qualifications with respect to education and work experience for the position to which he/she is to be transferred or demoted to, and provided that no employee rights or benefits under the Layoff Article of this Agreement are abridged. A demotion shall be defined

as involuntary reassignment to a new classification with a lower paying maximum salary rate.

ARTICLE V - FAIR SHARE

A. FAIR SHARE DEDUCTION:

The City agrees to deduct the uniformly required Association membership dues and other authorized fees or assessments once each month from the pay of those employees who have authorized such deductions in writing. Except as provided in the following, an amount equal to the bona fide cost of representation as certified in writing by the Association to the City, but not to exceed the uniformly required dues will be deducted from all employees in the bargaining unit who have not provided the City with such authorization. The amounts so deducted shall be given to the Association with a list of the employees who are subject to the deduction.

B. EXEMPTION:

The provisions of Section A. hereof shall not apply if an employee objects in writing to the City, based on personal or religious reasons. The City will provide the Association with a copy of any such letter within 5 days of its receipt. In such instances, the employee shall authorize a deduction from his/her pay which is in lieu of and equivalent to the fair share amount. Such payroll deductions shall be in addition to any previously established deduction and shall be for the United Fund or other mutually satisfactory charitable

organization as agreed to between the employee and the Association.

C. MONTHS:

For the purpose of calculating months to determine the beginning or end of the payroll deductions called for in Section A. or B. of this Article, dues or like amounts shall be deducted for any calendar month during which the employee works 10 days or more.

D. INDEMNIFICATION:

The Association will indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City as a result of any City action taken pursuant to the provisions of this Article. The Association and the City each agree to reimburse any monies paid or not paid in error within 30 days of notification of such error.

ARTICLE VI - HOLIDAYS

A. HOLIDAYS:

The following shall be recognized as holidays:

New Year's Day

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Whenever a holiday falls on the employee's regularly scheduled day off, the nearest regularly scheduled work day shall be observed as the holiday. If an employee is on authorized vacation, sick leave, or other leave with pay when a holiday occurs, such holiday shall not be charged against such leave. An employee's birthday shall be a holiday for that employee. The employee may take either his birth date off or a day mutually acceptable to the employee and the department head.

B. HOLIDAY PAY:

Eligible employees shall receive 8 hours of pay for each of the holidays listed above on which they perform no work. Part-time employees shall receive pro rata holiday compensation based upon the relationship such employee's regularly scheduled work week bears to that of a full time (40 hours/week) employee.

C. HOLIDAY WORK:

If an employee is required to work on a holiday, he/she shall in addition to the above specified holiday pay, be paid at 1-1/2 times his or her regular hourly rate for all hours worked.

ARTICLE VII - VACATIONS

Vacation leave with pay shall accrue at the following rates:

<u>Years of Service:</u>	<u>Monthly Accrual</u>	<u>Annual Equivalent</u>
Up to 5 years	6.67 hours	80 hours
More than 5 years and less than 15 years	10.00 hours	120 hours
15 years or more	13.33 hours	160 hours

Part-time employees shall be credited with pro rata vacation accumulation based upon the relationship such employee's regularly scheduled work week bears to that of a full time employee.

Accrued vacation shall be credited as earned vacation for each month of service, in accordance with the above, except that vacation shall not be credited as earned vacation until the employee completes the first 12 months of continuous service. Vacation account accumulation shall be limited to two times the annual accrual specified above. Once an employee has accumulated such amount, no additional vacation shall be credited to his/her account until the employee's accumulated vacation has dropped below that maximum. When the City's operational needs prevent an employee from taking accumulated vacation, or when other appropriate justification exists, the City may, upon written request of the employee, provide a written term specific waiver of the above accrual limitation.

ARTICLE VIII - HOURS OF WORK

A. WORK WEEK:

The scheduled work week for full time employees' week shall be 40 hours.

B. WORK DAYS:

Except during emergencies, the regular work hours of each day shall be consecutive except for interruptions for rest and meal periods.

C. REST PERIODS:

A rest period of 15 minutes shall be permitted for all employees during each half shift.

D. MEAL PERIODS:

All employees who work more than 5 hours in a day shall be granted a non-paid meal period during each work shift. To the extent consistent with operating requirements of the respective departments, meal periods shall be scheduled in the middle of the work shift.

E. WAIVER OF ORS 279.340:

Inasmuch as both the City and the Association have agreed to alternative work schedules that are not consistent with the provisions of ORS 279.340, the parties hereby agree, pursuant to ORS 279.342(5)(b), to waive application of the provisions of ORS 279.340.

ARTICLE IX - SICK LEAVE

A. ACCUMULATION:

Sick leave is earned beginning the date of hire at the rate of 8 hours for each full calendar month of service. Sick leave may be accumulated to a maximum total of 800 hours and may be taken only for the purposes specified in subsection C. hereof. Part-time employees shall be credited with pro rata sick leave accumulation based upon the relationship such employee's regularly scheduled work week bears to that of a full time employee.

B. BONUS INCENTIVE:

Any employee who has continuously maintained a sick leave balance of 800 hours for 6 consecutive months and who has used no more than 16 hours of sick leave during that period shall receive 40 hours in cash, in time off, or in such combination of cash and time off that the employee may specify. The 40 hours shall be charged against the employee's sick leave account. If the employee elects to receive all or a portion of the bonus incentive in time off, such time off shall be scheduled at a time which is mutually agreeable to the employee and the City and is within 90 days of the date that the bonus was credited to the employee.

C. UTILIZATION:

An employee may utilize accumulated sick leave during the first 90 calendar days only of any period of time when he is unable to perform his/her work duties by reason of illness or

injury. The employee shall notify the department head or other supervisor of absence due to illness or injury as soon as possible. After such 90-day period of disability, the provisions of Article XVIII, Disability Insurance, shall apply.

D. INTEGRATION WITH WORKERS' COMPENSATION:

When an injury occurs in the course of employment, the City's obligation to pay under this Sick Leave Article is limited to the regularly scheduled work hours that fall within the first 3 calendar days of any illness or injury, including the day of the illness or injury, provided the total duration of such disability is less than 14 calendar days.

E. VERIFICATION OF ILLNESS:

A physician's statement of illness or other acceptable proof of illness shall be required for any illness that is for 5 or more working days in duration. Verification of illness or other acceptable proof of illness may be required for absences of less than 5 working days if the City has reason to believe that the employee is abusing sick leave.

ARTICLE X - OTHER LEAVES OF ABSENCE

A. NON-PAID LEAVE:

Leaves of absence without pay may be granted upon establishment of reasonable justification therefor in instances where the work of the department will not be seriously handicapped by the temporary absence of the employee. Request for such

leave must be in writing. Such leave will not be approved for an employee for the purpose of accepting employment outside the service of the City. If an employee is disabled due to an on-the-job injury, the City shall continue to make contributions towards the insurance benefits specified in Article XVII(A), Medical, Dental, and Vision, as if the employee were working, for the first 90 days of such disability period.

B. JURY DUTY/COURT APPEARANCES:

Employees shall be granted leave with pay for service upon a jury during scheduled working hours. Employees shall also be granted leave without loss of their regular pay to answer a subpoena when such subpoena is not duty-connected and when the employee is not a party in interest to the proceeding. Upon being excused from such service during any day, an employee shall immediately contact his/her supervisor for assignment for the remainder of his/her regular work shift. Overtime compensation shall not be provided for such service, and as a condition of receipt of regular pay, the employee must turn over to the City all monies other than expenses reimbursement received for such service.

C. FUNERAL LEAVE:

An employee shall be granted no more than three days funeral leave with regular salary in the event of a death in the immediate family of the employee. An employee's immediate family shall include spouse, parent, children, brother,

sister, mother-in-law, father-in-law, bother-in-law, sister-in-law, grandparent, and grandchild. Under extraordinary circumstances additional days may be granted by the department head with approval by the City Manager.

D. FUNERAL PARTICIPATION:

When an employee serves as a pall bearer or in some other way participates in a funeral ceremony, he will be granted time off to perform such duty. The time not worked because of such absence will not affect sick leave accrued. The time off will be granted only for funerals in The Dalles area.

ARTICLE XI - COMPENSATION

A. WAGES:

Monthly wages shall be as provided for in Appendix A hereof. Normally, an employee will be appointed at the base step of the range established for his/her classification. A new employee or promoted employee who successfully completes his/her probationary period will be advanced to the next step of the salary range for his/her classification at the beginning of the next pay period following completion of his/her probationary period. An employee shall receive additional increases following each 12 months continuous service until he/she reaches the top of his/her range. However, the granting of step increases shall be subject to satisfactory performance. Whenever an employee is appointed to a higher classification or position, he/she shall receive the nearest

higher monthly salary in the new salary range at the beginning of the next pay period.

B. PAY PERIODS:

Wages of employees shall be paid in a manner that conforms to State and federal law.

C. OVERTIME:

Overtime includes any required or reasonably necessary time in excess of the employee's regular shift. Overtime shall be computed to the nearest 1/4 hour. Overtime shall be paid in cash or time off at 1-1/2 times the employee's regular hourly rate. Overtime shall be paid on the actual number of hours worked except:

1. Any call out on a day the employee is not scheduled to work whether it is his day off, a holiday, or vacation not less than 2 hours overtime will be paid.
2. Any call out on a scheduled workday and outside regular shift hours not less than 1 hour overtime will be paid.

In the event an employee's shift is changed without 24 hours advance notice, the first two hours worked on the new work schedule shall be paid at the overtime rate. This provision shall not apply to a call-out or shift extension, and in no event will an employee be paid at more than time-and-one-half for any hours worked.

In lieu of cash for overtime worked, an employee may with the approval of the City, elect to accrue up to 80 hours (10 shifts) of compensatory time off. Accrued compensatory time may be taken off only with the approval of the supervisor and department head.

D. ON-CALL PUBLIC WORKS DEPARTMENT:

Employees in the Sewer Department, Street Department, and Water Department that are "on call" for one week will be compensated at seventy five dollars (\$75.00) per week for this duty. Any time the "on call" person is called out, he/she will receive a minimum of one hour at one-and-one-half time for the work performed. On-call employees of the Public Works Department shall receive an additional holiday off within the pay period for having stand-by time on Thanksgiving and Christmas weeks.

ARTICLE XII - DISCIPLINE AND DISCHARGE

A. FORMS OF DISCIPLINE:

Disciplinary action shall include the following:

Written reprimand

Demotion

Suspension

Reduction in pay

Discharge

B. JUST CAUSE:

No employee shall be disciplined without just cause. If there is a disagreement as to whether or not just cause

exists, such dispute shall be resolved in accordance with the provisions of Settlement of Disputes, Article XIV, hereof.

C. DUE PROCESS:

Due process shall be required before any disciplinary action other than a written reprimand is taken. For purposes of this Agreement, due process shall require that the following steps be accomplished before an employee is subject to any disciplinary action other than a written reprimand.

a. Before any decision to take disciplinary action is finalized, the following shall occur:

1. The employee will be informed of the charges in writing and given the information that is the basis for the possible disciplinary action.
2. After the employee has been informed of the charges, he or she shall have the opportunity to meet and discuss the matter with the supervisor who initiated the charges. If the employee chooses to meet with the supervisor to discuss the charges, he/she shall be allowed to have a representative of the Association present if he/she so elects.

b. After the decision with respect to disciplinary action has been made, the employee shall be given written notification thereof.

D. PROBATIONARY EMPLOYEES:

An employee having less than 6 months of continuous employment with the City shall serve at the pleasure of the City and shall not be subject to the provisions of this Article. In addition, any employee who has completed an initial probationary period and who has been promoted may, during the first six months following the promotion, be returned to the classification held prior to the promotion without right of recourse to the provisions of this Article.

ARTICLE XXI - SENIORITY RIGHTS

A. SENIORITY:

Seniority shall be defined as the employee's total length of unbroken service with the City, except as otherwise required by law, e.g., military leave.

B. LOSS OF SENIORITY:

Seniority shall be lost for the following reasons:

1. If the employee quits.
2. If the employee is discharged.
3. If the employee retires.
4. If the employee is laid off because of a reduction in force or lack of work for a period in excess of 12 months.
5. If the employee is absent from work for 25 consecutive work hours from the start of the shift missed (i.e., one hour into the shift of the fourth consecutive workday

missed) without notifying his/her supervisor or without being excused in advance by his/her supervisor, unless it can be affirmatively shown that it was impossible for the employee to give such notice.

6. If the employee fails to respond within 48 hours after receipt of a notice of recall from a layoff. Such notice shall be sent by certified mail, return receipt requested, and marked "Deliver to Addressee Only," to the employee's last-known address on file with the City.
7. If the employee secures other employment, unless agreed to in advance by the supervisor, during a leave of absence.
8. If the employee, while on layoff, fails to register in person or by mail with the supervisor or designee upon change of address, telephone number, and at least once every six months during the period of layoff signifying his/her availability for recall.

C. LAYOFF AND RECALL:

If a layoff is to occur, it shall be done in the inverse order of seniority, as herein defined, within the affected job classification(s). Only in the event of a layoff shall employees have bumping rights. An employee displaced from his/her job by reason of a layoff shall be entitled to bump or displace an employee in an equal or lower job classification within the bargaining unit, provided the displacing employee has greater seniority and possesses all

qualifications, as specified in the most recent job recruitment announcement, for the position to which he/she proposed to bump. The bumping employee shall serve a 90-day probationary period.

If the employee fails to successfully complete the probationary period, he/she shall be subject to layoff and the most senior employee, if any, who: (1) is on layoff status, (2) is qualified for the position and; (3) previously held a position of at least equal pay, shall be recalled from layoff to fill the position. When available openings occur that are: (1) within the bargaining unit and, (2) at the same or lower paying classification from which the layoff occurred, qualified employees shall be recalled from layoff in the reverse order of layoff. If the employee is to be recalled to a classification which is different than the classification in which he/she was employed at the time of layoff, he/she must meet the minimal qualification for the position and shall be subject to the probationary period as above delineated for bumping employees.

ARTICLE XIV - SETTLEMENT OF DISPUTE

A. GRIEVANCE PROCEDURE:

Any grievance or dispute which may arise between the parties concerning the application meaning or interpretation of this Agreement shall be settled in the following manner:

STEP I: The affected employee shall take up the grievance or dispute with the department head within three (3) working days of the event which is the cause of the grievance. The department head shall have three (3) working days to resolve the matter.

STEP II: If the grievance has not been settled between the affected employee and the department head within the allocated time, it shall be presented in writing by the Association to the City Manager or designee within three (3) working days of the completion of Step I. The City shall have three (3) working days in which to respond to the Association representative in writing.

STEP III: If the grievance is still unsettled after completion of Step 2, the Association shall, within seven (7) days of the written response of the City Manager under Step 2, contact the Oregon State Conciliation Service and request a list of seven (7) names. Both the City and the Association shall have the right to strike three (3) names from the list. The party requesting arbitration shall strike the first name and the other party shall then strike one (1) name. The process shall be repeated and the remaining person shall be the arbitrator. The designated arbitrator shall set a time and place for the hearing.

B. LIMITATIONS ON ARBITRATION:

The arbitrator shall render a written decision within 30 days of the hearing. The powers of the arbitrator shall be

limited to interpreting this Agreement and determining if it has been violated. The arbitrator shall have no power to alter, modify, add to, or detract from the terms of this Agreement. The decision of the arbitrator shall be final and binding on both parties.

No issue whatsoever shall be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place while this Agreement is in effect, and no arbitration determination or award shall be made by the arbitrator which grants any right or relief for any period of time whatsoever prior to the execution or after the expiration date of this Agreement.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the parties. However, each party shall be completely responsible for the cost of preparing and presenting its own case, including compensating its own representatives and witnesses. If either party desires a record of the proceedings, it shall solely bear the cost of producing such a record.

It is specifically and expressly understood and agreed that taking a grievance appeal to arbitration constitutes an election of remedies. Specifically, the Association agrees that it shall not pursue an issue that has been the subject of a grievance arbitration award to any court, quasi-judicial body or other outside authority for a determination, other than to appeal or seek enforcement of such award. When an

issue is presently pending before, or has been decided by a court, quasi-judicial body or other outside authority, no grievance with respect thereto may exist.

C. TIME LIMITS:

Any or all time limits specified in the grievance procedure may be waived only by mutual written consent of the parties. Failure to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. Failure by the City to submit a reply within the specified time will constitute a rejection of the grievance at that Step. A grievance may be terminated at any time upon receipt of a signed statement from the employee that the matter has been resolved. The employee may be represented at any level of the grievance procedure by an Association representative.

"Working days" as used herein means those days that City offices are open for business.

D. STEWARDS:

Employees selected by the Association to act as Association representatives shall be known as "Stewards." The names of employees selected as stewards, and the names of the local Association representatives, shall be certified in writing to the respective department heads by the Association. Duties required by the Association, excepting attendance at meetings with supervisory personnel and aggrieved employees arising out of grievances already initiated by an employee under

Section I hereof, shall not interfere with theirs or other employees' regular work assignments as employees of the City.

ARTICLE XV - PROBATIONARY PERIOD

A. PURPOSE:

The probationary period is an integral part of the employee selection process and provides the City with the opportunity to upgrade and improve the departments by observing a new employee's work, providing training, and aiding new employees in adjustment to their positions, and by providing an opportunity to reject any employee whose work performance fails to meet the required work standards.

B. DURATION OF PROBATIONARY PERIOD:

Every new employee hired into the bargaining unit shall serve a probationary period of 6 months.

C. RETENTION AND ASSIGNMENT:

The Association recognizes the right of the City to terminate probationary employees for any reason and to exercise all rights not specifically modified by this Agreement with respect to such employees, including, but not limited to, the shifting of work schedules and job classification, the assignment of on-the-job training, cross-training in other classifications, the assignment of educational courses and training programs.

ARTICLE XVI- GENERAL PROVISIONS

A. NO DISCRIMINATION:

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to marital status, race, color, creed, national origin, political affiliation, mental, or physical handicap. The Association shall share equally with the City the responsibility for applying the provisions of the Agreement. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees. Employees shall have the right to form, join, and participate in the activities of the Association or any other labor organization, or to refrain from any and all such activities, and there shall be no discrimination by either the City or the Association by reason of the exercise of such right, except as specifically provided herein. Nothing in this Agreement shall be construed as precluding or limiting the right of an individual employee to self-representation in individual, personal matters.

B. OUTSIDE EMPLOYMENT:

Outside employment will not be allowed if said employment would bring discredit upon the employee or the City. In addition, employment that would detract from one's effectiveness as a City employee is also prohibited.

C. JOB OPENINGS:

Job openings shall be posted for five working days before a job is filled. The City shall be the judge of an employee's qualifications and ability. In the event two or more applicants for a job opening are equally qualified, seniority shall govern.

D. RESIDENCE REQUIREMENT:

The City shall impose no residence requirement or living area restriction upon any member or prospective member of the bargaining unit.

E. FAMILY RELATIONSHIPS:

The City shall not refuse employment to an applicant solely on the basis of an applicant's family relationship or prior family relationship with a past or present bargaining unit employee. The City reserves the right to schedule work hours and assignments of family members in such a manner as it deems necessary to avoid conflict of interest, apparent conflict of interest, disruption of the work place, potential disruption of the work place or interference with job accomplishment.

ARTICLE XVII - INSURANCE AND RETIREMENT

A. MEDICAL, DENTAL, AND VISION:

Effective September 1, 1988, the maximum City contribution towards the cost of insurance shall be as specified below:

The League of Oregon Cities Medical (Blue Cross) Plan V with

PPO and \$50 deductible, LOC Dental Plan II, and LOC Vision UCR, or such alternative plans as the parties may mutually agree to provide. Employees who are regularly scheduled to work less than 40 hours per week shall be eligible for a pro rata contribution towards the cost of the entire medical, dental, and vision insurance package based upon the relationship that employee's regularly scheduled work week bears to 40 hours.

The maximum City contribution towards the cost of insurance as specified above is as follows:

Single employee	\$ 83 per month
Employee plus one dependent	\$196 per month
Employee plus family	\$250 per month

The following rates apply effective July 1, 1989:

Single Employee	\$ 95 per month
Employee plus one dependent	\$224 per month
Employee plus family	\$285 per month

A joint labor-management health care committee shall be established with equal numbers of representatives from management and labor. Labor representatives can include employees from bargaining units other than the general unit. If representatives from other bargaining units participate on the committee, each bargaining unit shall appoint representatives in proportion to the number of employees that unit represents. The duties of the committee shall include: (1) regular review of insurance plan utilization data, (2)

development of a health promotion program, (3) development of recommendations regarding plan design changes.

B. RETIREMENT:

Effective September 1, 1988, the City shall contribute 13.5 percent of all wages earned for all eligible employees to a "defined contribution retirement plan" wherein 6 percent of wages shall be considered employee contributions and shall be available to the employee upon termination for any reason whatsoever. The remaining 7.5 percent of wages shall be treated as an employer contribution. Except as specifically addressed in the foregoing, it is intended that the terms of the existing retirement plan be continued without change.

ARTICLE XVIII - DISABILITY INSURANCE

During the life of this Agreement, the City will provide a long-term disability benefit to insure 60 percent of current base salary for an employee if disabled due to an off-the-job injury or illness up to age 65. Insurance will begin when the employee has been off work for 90 days. After 3 months disability, employees will be on leave from the City without pay unless receiving benefits as provided in this Agreement. On-the-job injury or illness is covered by Workers' Compensation.

ARTICLE XIX - CITY SECURITY

The Association agrees that during the term of this Agreement, the Association and its members will not participate in a strike, work stoppage, or slowdown.

ARTICLE XX - MEDICAL INSURANCE FOR EARLY RETIREES

The City agrees to pick up the medical insurance payments for an employee who retires within the rules of the Retirement Plan until the employee reaches the age of 65 with the following stipulations:

1. The employee must notify the City of his or her intent to retire six (6) months prior to the date of retirement.
2. Each retiree covered must have been enrolled in the City's Group Health Insurance Program since the effective date of the coverage for the City and employed by the City a minimum of ten (10) consecutive years.

ARTICLE XXI - SAVINGS CLAUSE AND FUNDING

A. SAVINGS CLAUSE:

Should any article, section, or portion of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, such decision of the Court shall apply only to that specific article, section, or portion directly specified in the decision. Upon the issuance of such decision, the parties agree to immediately negotiate a substitute, if possible, for the invalidated provision.

B. FUNDING:

The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement must be approved annually by established budget procedures and in certain

circumstances by vote of the citizens of the City. All such wages and benefits are, therefore, contingent upon sources of revenue and where applicable, annual voter budget approval. The City has no intention of cutting wages and benefits specified in the Agreement because of budgetary limitations but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The City agrees to include in its annual budget requests amounts sufficient to fund the wages and benefits provided by this Agreement but makes no guarantee as to passage of such budget requests or voter approval thereof.

ARTICLE XXII - TERMINATION

This Agreement shall be effective as of the date of signing except that specified economic provisions shall be retroactive to July 1, 1987, and shall remain in full force and effect without reopening or further bargaining on any subject which was or might have been raised for collective bargaining, through the 30th day

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of June, 1990. Negotiations for a successor Agreement shall begin in January of 1990, or as otherwise agreed by the parties.

Jack Wassermann
Association President

John Hickey
Mayor

Pluma Jean Smith
Team Member

Barbara Schneider
City Clerk

NA PW
Team Member

September 6, 1988
Date

NA PW
Team Member

NA PW
Team Member

Celice L. Dale
OPEU Executive Director

William Street A.D.
OPEU Field Representative

September 6, 1988
Date

APPENDIX A - MONTHLY WAGES

SECTION 1. Effective retroactive to July 1, 1987, for all employees who continue to work for the City as of the date of signing hereof.

INCLUDED CLASSIFICATIONS	STEPS				
	1	2	3	4	5
department specialist	1031	1078	1128	1175	1223
department secretary	1145	1192	1240	1281	1327
accounting specialist	1145	1192	1240	1281	1327
municipal court clerk	1209	1259	1310	1353	1402
senior accounting specialist	1275	1330	1380	1434	1489
lab technician - wastewater	1667	1739	1815	1885	1959
public service coordinator	1258	1307	1357	1408	1456
resource reference librarian	1670	1741	1810	1883	1953
certified operator/ water and sewer	1599	1672	1737	1807	1879
systems operator	1599	1672	1737	1807	1879
uncertified operator/ water & sewer	1531	1599	1665	1730	1797
heavy equipment operator	1623	1691	1757	1843	1899
assistant lab technician	1623	1691	1757	1843	1899
serviceman	1553	1624	1691	1756	1827
equipment operator	1553	1624	1691	1756	1827
custodian	\$5.50 per hour				

SECTION II. Effective retroactive to July 1, 1988:

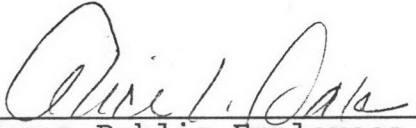
INCLUDED CLASSIFICATIONS	STEPS				
	1	2	3	4	5
department specialist	1062	1110	1162	1210	1260
department secretary	1179	1228	1277	1319	1367
accounting specialist	1179	1228	1277	1319	1369
municipal court clerk	1245	1297	1349	1394	1444
senior accounting specialist	1313	1370	1421	1477	1534
lab technician - wastewater	1717	1791	1869	1942	2018
public service coordinator	1296	1346	1398	2450	1500
resource reference librarian	1720	1793	1864	1940	2012
certified operator/ water and sewer	1647	1722	1789	1860	1935
systems operator	1647	1722	1789	1861	1935
uncertified operator/water and sewer	1577	1647	1715	1782	1851
heavy equipment operator	1671	1742	1810	1898	1956
assistant lab technician	1671	1742	1810	1898	1956
serviceman	1600	1673	1742	1809	1882
equipment operator	1600	1673	1742	1809	1882
custodian	\$5.67 per hour				

SECTION III: Effective July 1, 1989:

All employees shall receive a cost-of-living increase based on the following formula: two percent (2%) plus one-half ($1/2$) CPI if the CPI remains under eight percent (8%). If the CPI is over eight percent (8%), then employees shall receive three percent (3%) plus one-half ($1/2$) of the CPI (CPI based on the Portland Index For All Urban Consumers January 1988 through January 1989 period).

LETTER OF AGREEMENT

The City of The Dalles and the Union agree that in conjunction with the joint labor-management committee specified in Article XVII, Insurance and Retirement, the City will request waiver of the eight percent (8%) premium surcharge from the League of Oregon Cities for the 1980-90 insurance year. The parties further agree to develop a health promotion program as soon as possible.



Oregon Public Employees Union,
The Dalles Employees'
Association



City of The Dalles

RESOLUTION NO. 88-60

A RESOLUTION AUTHORIZING CITY OFFICERS TO ACT

WHEREAS, the City of The Dalles has been requested to prepare an application 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; and,

WHEREAS, a public hearing was held on August 15, 1988, to consider the proposal; and,

WHEREAS, it is in the public interest to sign the application forms; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL:

Section 1. Submission of Full Application

A full application to the Oregon Community Development Program, Economic Development Department for a grant of \$500,000 is hereby approved by the City of The Dalles, subject to agency and City approval of collateral agreements.

Section 2. Officers to Act

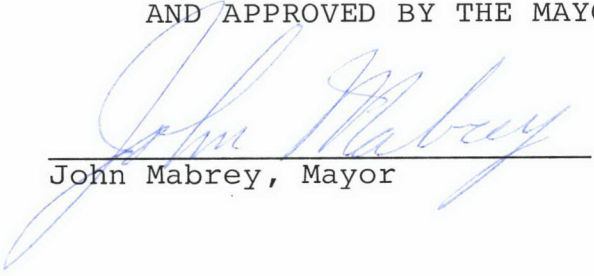
The Mayor and such other officers and employees of the City of The Dalles are hereby authorized and instructed to sign the economic development applications on behalf of the City and to do such other acts as are necessary and proper.

PASSED AND ADOPTED THIS 15TH DAY OF AUGUST, 1988.



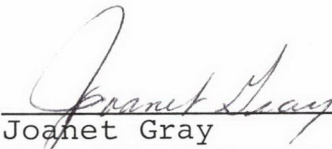
Voting Yes, Councilmembers: Clark, Phillips, Probstfield, Spadt, Will
Voting No, Councilmembers: None
Absent, Councilmembers: None
Abstaining, Councilmembers: None

AND APPROVED BY THE MAYOR THIS 15TH DAY OF AUGUST, 1988.



John Mabrey, Mayor

ATTEST:



Joanet Gray
City Clerk Pro Tem



NOTICE OF PUBLIC HEARING

PUBLIC HEARING BEFORE THE DALLES CITY COUNCIL
CONCERNING GRANT APPLICATION FOR BUSINESS
DEVELOPMENT FINANCING

Notice is hereby given that the City of The Dalles City Council will conduct a public hearing on Monday, August 15, 1988, at 7:30 p.m. in the Council Chambers, City Hall, 313 Court Street, The Dalles, Oregon.

The purpose of the hearing will be to solicit comments from the public regarding a proposed economic development application for financial assistance under the Oregon Community Development Program. The objective of the program is the development of viable communities by providing decent housing, public facilities and expanding economic opportunities.

The City Council will consider an economic development application to assist in the financing of a proposed manufacturing facility in the Port of The Dalles Industrial Center.

Information is available at the City Planning Department, 313 Court Street, The Dalles, telephone 296-5481. Interested persons are encouraged to attend the hearing and participate.

Dated and published this 10th day of August, 1988.

CITY OF THE DALLES

Joanet Gray
City Clerk pro tem
313 Court Street
The Dalles, OR 97058

RESOLUTION NO. 88 - 59

A RESOLUTION APPROVING ADDITIONAL CHARGES
TO GREGOR PROFESSIONAL CORPORATION FOR THE FISCAL
YEAR 1986-1987 AUDIT

WHEREAS, the total cost of the fiscal year 1986-1987 audit costs exceeded the amount of the contract by \$12,900.00; and

WHEREAS, the additional cost was incurred because of city staff not being prepared for the audit;

WHEREAS, these matters need to be reflected in an addition to the existing contract; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL:

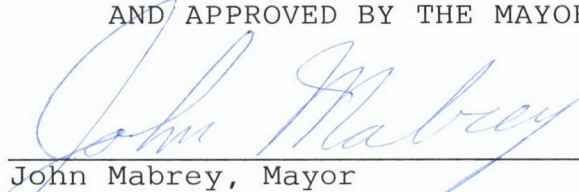
Section 1. Addition to contract approved. Addition to the original contract approved in the amount of \$12,900.00.

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.

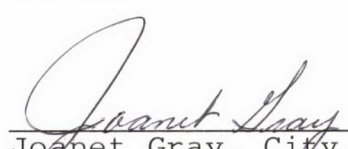
PASSED AND ADOPTED THIS 15TH DAY OF AUGUST, 1988.

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

AND APPROVED BY THE MAYOR THIS 15TH DAY OF AUGUST, 1988.


John Mabrey, Mayor

ATTEST:


Joanet Gray, City Clerk pro tem



RESOLUTION NO. 88-57

A RESOLUTION APPROVING THE ITEMS ON THE CONSENT CALENDAR
AND AUTHORIZING CITY OFFICERS TO SIGN CONTRACT DOCUMENTS

WHEREAS, certain business items of a routine nature are
periodically brought before City Council for action; and,

WHEREAS, City Council desires to conduct its meetings in an
efficient and effective manner; and,

WHEREAS, City Council desires to dispose of routine matters so
that Council may focus its attention on the major policy issues
facing the community; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL:

That the items appearing on the Consent Calendar are hereby
approved:

1. Consent Calendar Resolution for Council Action.
2. Approval of City Council meeting minutes of August 1, 1988.
3. Professional services associated with the dewatering project.
4. Oregon Liquor Control Commission endorsement for liquor
license renewals.
5. Oregon Liquor Control Commission/ new application for Lone
Pine Restaurant.
6. Resolution adopting deferred compensation plan
administered by the I.C.M.A. Retirement Corporation.

and City Officers are hereby authorized to sign the contract
documents.

PASSED AND ADOPTED THIS 15TH DAY OF AUGUST, 1988.

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

ATTEST:

Joanet Gray
Joanet Gray
City Clerk Pro Tem

John Mabrey
John Mabrey, Mayor



RESOLUTION NO. 88 - 56

A RESOLUTION IN SUPPORT OF A TEEN OUTREACH CENTER
IN THE CITY OF THE DALLES

WHEREAS, the youth of a community are an essential resource of that community; and

WHEREAS, the City Council of the City of The Dalles is concerned with the youth resource for the City; and

WHEREAS, Mr. Todd Butterfield is proposing a teen outreach center to be located in the downtown area of the City of The Dalles which would provide among other things, counselling, stage plays, board games, concerts and other activities for the youth the area; NOW, THEREFORE,


BE IT RESOLVED BY THE CITY COUNCIL:

Section 1. Recording of Support. The City Council of The City of The Dalles hereby goes on record as supporting the efforts of Mr. Todd Butterfield and Stronghold to provide a teen outreach center in the City of The Dalles.

PASSED AND ADOPTED THIS 1ST DAY OF AUGUST, 1988.

Voting Yes, Councilmembers:	<u>Clark, Phillips, 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 1ST DAY OF AUGUST, 1988.



John Mabrey, Mayor

ATTEST:



Joanet Gray, City Clerk pro tem





CITY of THE DALLES

313 COURT STREET
THE DALLES, OREGON 97058

OFFICE OF THE MAYOR

(503) 296-5481

August 2, 1988

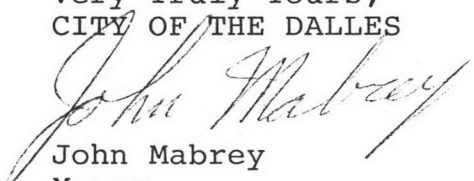
To Whom It May Concern :

There has long been discussion in our community regarding the need for a Youth Center. Mr. Todd Butterfield has talked to me about his concern for a Youth Center in The Dalles. I believe that Mr. Butterfield is sincere in his desire to have the community begin to address this problem.

Mr. Todd Butterfield is going to be taking his time, energy and effort to begin developing a non-profit program that will benefit our community's youth, and the community at large. As we have all talked for many years, this is a problem that has gone unattended and needs some attention. As Mr. Butterfield moves through the community making contacts and begins to develop action plans that will help address this problem I hope that you will help him in an open, friendly and progressive manner.

I encourage you to do all you can to help make this project a successful one in our community. Please give Mr. Butterfield your full attention and support.

Very Truly Yours,
CITY OF THE DALLES


John Mabrey
Mayor

JM/eh

cc : Adm./fl.

Put this in
Mayor's stationary

To whom it may concern:

I have spoken with Tod Butterfield about the plans he has for creating a youth center in The Dalles. I believe he has the experience, credibility and heart to develop a non-profit program that will truly benefit our community's youth and the community at large.

I encourage you to do all you can to help make this youth/performing arts center a reality. Please give Tod your full support.

Sincerely,

412 E. 12th
The Dalles
298-8404

RESOLUTION NO. 88 - 55

A RESOLUTION ADOPTING THE CITY COUNCIL'S
1988-89 EXPECTATIONS.

WHEREAS, the City Council has the responsibility to establish and clarify its expectations; and

WHEREAS, the City staff and the Community need to know what is expected and what should be achieved; and

WHEREAS, the City Council desires to establish high standards and expectations for the City; NOW, THEREFORE,

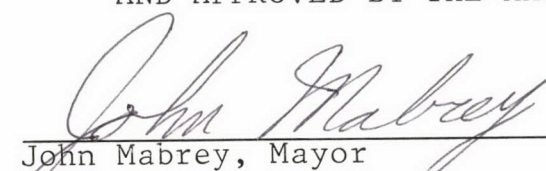
BE IT RESOLVED BY THE CITY COUNCIL:

That the City Council's developed Expectations attached here to as Exhibit A are hereby adopted.

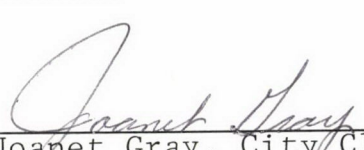
PASSED AND ADOPTED THIS 1ST DAY OF AUGUST, 1988.

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

AND APPROVED BY THE MAYOR THIS 1ST DAY OF AUGUST, 1988.


John Mabrey, Mayor

ATTEST:


Joanet Gray, City Clerk pro tem



City of The Dalles
City Manager's Office
July 14, 1988

CITY COUNCIL EXPECTATIONS

The following identifies City Council's expectations, how things are to be done and what is to be accomplished.

1. Strive for professionalism.
2. A clean City Hall and restrooms.
3. Employees who smile and are friendly and courteous when dealing with the public.
4. Employees to have a helpful "can do" attitude. Employees identify how we can do something and not that it can't be done.
5. Keep ambulance collections up to date.
6. Overcome the appearance of wastefulness, especially in Public Works.
7. Define personnel policies.
8. Operate as a business with customers.
9. Be able to respond to the needs of individuals; do not hide behind "we have to serve the masses".
10. Be willing to admit to an error.
11. When given an assignment, pursue it and see to it that it is completed in a timely manner.
12. Evaluate boards and commissions.
13. Establish an employee recognition program.
14. Recognize local citizens.
15. Report on the legality of Bancrofting.
16. Ensure that there is good communication between departments and provide ongoing evidence of such.
17. Be prideful of our City, City property and equipment.

CITY COUNCIL EXPECTATIONS, (continued)

18. Define the duties and responsibilities of departments and employees.
19. Organize City records and establish regular follow-up.
20. Employees should not have private or personal conversations in public or that delay service to the public.
21. Let people know if we can't do it and who can.
22. Performance evaluations in writing annually.
23. No smoking at desks.
24. Staff should look professional, no jeans except at Rodeo time.
25. City Council and employees become a team and work together.
26. Police stop people in vehicles from obstructing pedestrians (especially in front of City Hall).
27. City Council gets all the facts and well documented recommendations from City staff.
28. City Council to be leaders.
29. City Manager make staff realize that it is City Council's job to ask questions. (It is not dislike.)
30. Train all employees, have high expectations of employees and hold them accountable.
31. City Council and staff are to affect the total community with their vision and enthusiasm.
32. Let's dispose of unwanted City property.
33. Make sure that our assessments are collected on time and foreclosures are completed.
34. Eliminate the double standard in how we do things.
35. To have an adequate and effective financial system.
36. Employees in City vehicles follow all rules of law and courtesy.

CITY COUNCIL EXPECTATIONS, (continued)

37. All employees alert the City of all problems (site distance, code violations, potholes, etc.) and implement appropriate follow-up in a timely fashion.
38. Employees and City Council always seek better ways and methods and be willing to change.
39. A bonus program for employees who:
 - go above and beyond expectations
 - do an outstanding job
 - make a positive change
 - save money

RESOLUTION NO. 88-54

A RESOLUTION ADOPTING THE CITY COUNCIL'S
1988-89 GOALS

WHEREAS, the City Council has the responsibility to set the policy, direction and vision for the community; and

WHEREAS, the City Council desires to lead the community and provide direction for staff; and

WHEREAS, the City Council has met and developed a comprehensive set of goals for 1988-89; and

WHEREAS, goals assist staff in identifying the priorities and direction to be taken; and

WHEREAS, setting goals is a very important function of the City Council; NOW, THEREFORE,

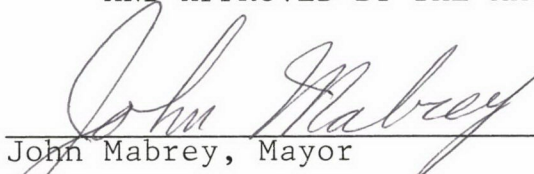
BE IT RESOLVED BY THE CITY COUNCIL:

That the City Council developed goals for 1988-89 attached hereto as Exhibit A are hereby adopted.

PASSED AND ADOPTED THIS 1ST DAY OF AUGUST, 1988.

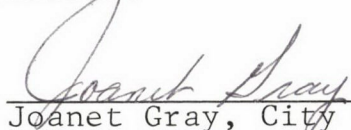
Voting Yes, Councilmembers:	<u>Clark, Will, Phillips, Probsfield, Spadt</u>
Voting No, Councilmembers:	<u>None</u>
Absent, Councilmembers:	<u>None</u>
Abstaining, Councilmembers:	<u>None</u>

AND APPROVED BY THE MAYOR THIS 1ST DAY OF AUGUST, 1988.



John Mabrey, Mayor

ATTEST:



Joanet Gray, City Clerk pro tem



City of The Dalles
City Managers Office
July 14, 1988

CITY COUNCIL GOALS

The following information documents the goals of the City of The Dalles as established by the City Council.

GOALS

1. Capital Improvement Program (10 votes)

Develop and adopt a comprehensive Capital Improvement Program that includes street improvements, Brewery Grade, arterial streets, downtown streets, streets to the west side, downtown sidewalks, maintenance, capital equipment, water supply, water management, FAUS use, development and other related factors. Implement the C.I.P. upon adoption.

2. Economic Development (6 votes)

Define the City's role in economic development, including downtown development or redevelopment.

3. Tourism (4 votes)

Facilitate resolution of the conflict between the Chamber of Commerce and the Tourism Board and look into establishing a separate visitors bureau.

(Tie) 4. Airport (3 votes)

Make the airport a higher priority for the City and develop a plan to solve current problems.

(Tie) 4. Community Relations (3 votes)

Evaluate the City's community relations efforts and implement strategies to improve community relations and develop public confidence in City government.

(Tie) 5. Consolidation (2 votes)

Bring to closure the studies looking into City-County consolidation and Wasco Rural-City Fire Department consolidation.

(Tie) 5. Taxes (2 votes)

Consider enacting ordinances that can be used to offset existing taxes.

(Tie) 5. Slide Area (2 votes)

Start preliminary planning to bring slide area back to full value.

(Tie) 6. Watershed (1 vote)

Identify what must be done to protect the watershed; identify other uses, determine level of protection (does it need it). Study the issue in a comprehensive manner.

(Tie) 6. Public Works (1 vote)

Research, study and define what the Public Works Department does, the need for sidewalks and the appropriate size and location as well as the type and style of street paving.

(Tie) 6. Computer (1 vote)

Establish a plan for a computer system for the City that will meet the needs in all areas.

(Tie) 6. Evaluate Operations (1 vote)

Evaluate each department's efficiency and operations (people, money, etc.).

7. Library (0 votes)

Investigate the possibility of turning the Library over to Treaty Oak Community College.

8. Audit (0 votes)

Implement all of the recommendations included in the last completed audit.

9. Orientation (0 votes)

Develop an "in-house" orientation program for new City Council members and Board and Commission members.

10. City Records (0 votes)

Straighten out and organize City records.

11. Riverfront Plan (0 votes)

Seek assistance to develop a riverfront plan.

12. Weed Abatement (0 votes)

Solve the weed abatement problem annually prior to July 1.

13. Contract for Services (0 votes)

Look into contracting for various City services.

14. City Logo (0 votes)

Develop a new City logo.

15. City Hall (0 votes)

Upgrade the appearance and maintenance of City Hall, remodel City Hall restrooms and establish an employee lounge at City Hall.

16. Policies (0 votes)

Develop and adopt personnel and purchasing policies.

RESOLUTION NO. 88 - 53

A RESOLUTION APPROVING CHANGE ORDER #4 FOR THE
KELLY AVENUE DEWATERING WELLS PUMP INSTALLATION
CONTRACT NO. 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, monitoring of the wells would be greatly improved
by placement of above ground totalizers and flow rate pulse
counters; 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:

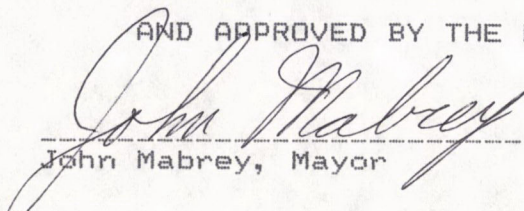
Section 1. Change Order Approved. Change order #4 to
Contract #88-013 is hereby accepted and approved.

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

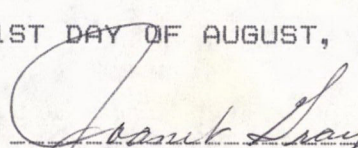
PASSED AND ADOPTED THIS 1ST DAY OF AUGUST, 1988.

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

AND APPROVED BY THE MAYOR THIS 1ST DAY OF AUGUST, 1988.


John Mabrey, Mayor

ATTEST:


Joanet Gray
City Clerk, pro tem



RESOLUTION NO. 88 - 52

A RESOLUTION APPROVING CHANGE ORDER #3 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, 3 wells were converted to monitoring wells; and

WHEREAS, adjustments to the settings of probes and checking the flow
meter at Well DW-6; 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 #3 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 sign the change
order and do such acts as are necessary and proper.

PASSED AND ADOPTED THIS FIRST DAY OF AUGUST, 1988.

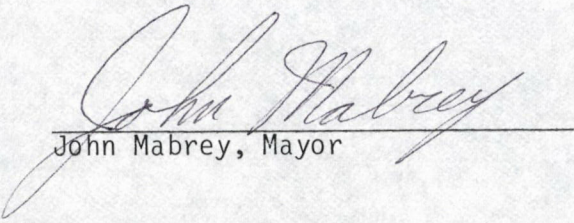
Voting Yes, Councilmembers: Clark, Probsfield, Spadt, Will, Phillips

Voting No, Councilmembers: None

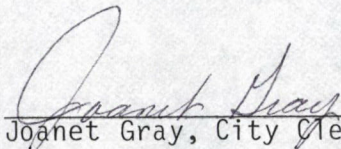
Absent, Councilmembers: None

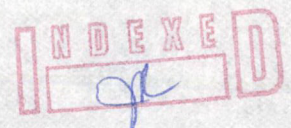
Abstaining, Councilmembers: None

AND APPROVED BY THE MAYOR THIS FIRST DAY OF AUGUST, 1988.


John Mabrey, Mayor

ATTEST:


Joanet Gray, City Clerk pro tem



RESOLUTION NO. 88 - 51

A RESOLUTION APPROVING THE ITEMS ON THE
CONSENT CALENDAR AND AUTHORIZING CITY
OFFICERS TO SIGN CONTRACT DOCUMENTS

WHEREAS, certain business items of a routine nature are periodically brought before the City Council for action; and

WHEREAS, the City Council desires to conduct its meetings in an efficient and effective manner; and

WHEREAS, the City Council desires to dispose of routine matters so that the Council may focus its attention on the major policy issues facing the community; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL:

Section 1. Items Approved. The items appearing on the Consent Calendar are hereby approved:

1. Consent Calendar Resolution for Council Action.
2. Approval of City Council Minutes.
3. Authorization of Call for Bids for Logging of Cougar Timber Sale and Authorization of City Manager to Enter into a Contract with the Lowest Qualified Bidder.
4. Waiving Penalties and Interest for the Oregon Motor Motel.
5. Authorization Partial Payment #4 for the Kelly Avenue Dewatering Wells.
6. Authorization of Partial Payment #1 for the 1988 Sidewalk Project.

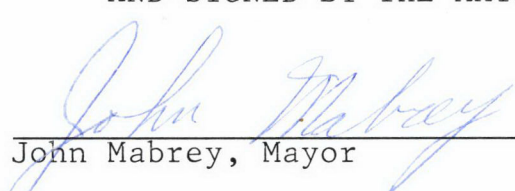
Section 2. Officers to Act. City officers are hereby authorized to sign contract documents and do such other acts as are necessary and proper.



PASSED AND ADOPTED THIS 1ST DAY OF AUGUST, 1988.

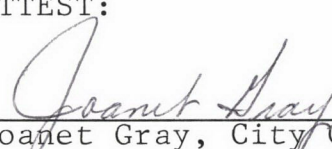
Voting Yes, Councilmembers:	<u>Clark, Phillips, Probsfield, Will, Spadt</u>
Voting No, Councilmembers:	<u>None</u>
Absent, Councilmembers:	<u>None</u>
Abstaining, Councilmembers:	<u>None</u>

AND SIGNED BY THE MAYOR THIS 1ST DAY OF AUGUST, 1988.



John Mabrey, Mayor

ATTEST:



Joannet Gray, City Clerk pro tem

RESOLUTION NO. 88 - ~~50~~ 50

A RESOLUTION AUTHORIZING CITY OF THE DALLES
TO ENTER INTO AN AGREEMENT WITH FRED SCHENK
AT COST AND EXPENDING AN AMOUNT NOT TO EXCEED
\$20,000.00 TO COVER COSTS OF OPERATING THE
WEED ABATEMENT PROGRAM.

WHEREAS, the City called for bids for the 1988 Weed
Abatement Program; and

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

WHEREAS, the only bid received was from Fred Schenk as per
Exhibit A attached hereto and by this reference made a part
hereof; and

WHEREAS, it is in the public interest to execute a Notice
of Award and Agreement between the City of The Dalles and Fred
Schenk to complete this project; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL:

Section 1. Authorizing Agreement. The City Council
authorizes the City to enter into an Agreement with Fred Schenk
for the purpose of the 1988 Weed Abatement Program according to
the price schedule of Fred Schenk's bid set out as Page 1 of
Exhibit A.

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

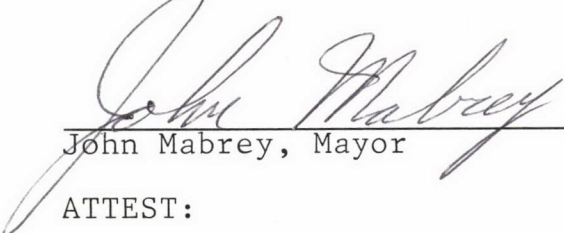
Section 3. Authorizing Expenditure. The City Council
authorizes the expenditure of the sum of \$20,000 for the costs of
operating the Weed Abatement Program.



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

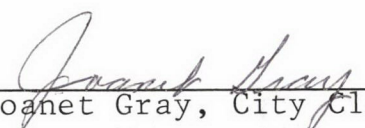
Voting Yes, Councilmembers:	<u>Clark, Phillips, Probsfield, Spadt, Will</u>
Voting No, Councilmembers:	<u>None</u>
Absent, Councilmembers:	<u>None</u>
Abstaining, Councilmembers:	<u>None</u>

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



John Mabrey, Mayor

ATTEST:



Joanet Gray, City Clerk pro tem

RESOLUTION NO. 88 - 49

RESOLUTION APPROVING THE CONTRACT (NO. 88-015)
FOR THE 1988 COMPUTER AIDED MAPPING PROGRAM
FOR THE CITY'S SEWER MAPPING SYSTEM WITH
ENGINEERING AND DESIGN ASSOCIATES, INC.
AND AUTHORIZING CITY OFFICERS TO SIGN.

WHEREAS, the City Council has approved the recommendation to begin negotiations with Engineering & Design Associates, Inc. to enter into a contract for the 1988 Computer Aided Mapping Program for the City's Sewer Mapping System; and

WHEREAS, the negotiations have been completed and a contract arrived at; and

WHEREAS, the City Council feels it is in the best interest of the City to enter into said contract with Engineering & Design Associates, Inc. for the 1988 Computer Aided Mapping Program for the City's Sewer Mapping System; NOW, THEREFORE,

BE IT HEREBY RESOLVED BY CITY COUNCIL:

Section 1. Approval of Contract. The Contract between the City of The Dalles and Engineering & Design Associates, Inc. for the 1988 Computer Aided Mapping Program for the City's Sewer Mapping System is hereby accepted and approved.

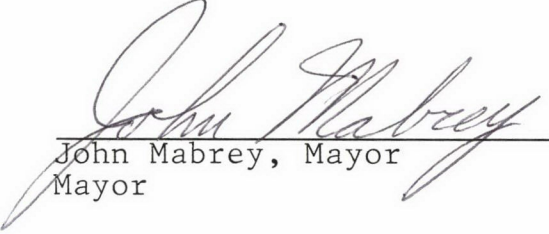
Section 2. Authorizing Officers Act. The City Officers and employees are authorized to sign Contract No. 88-015 and to do such acts as are necessary and proper.

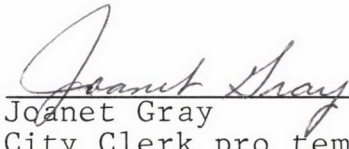
DONE AND DATED THIS 18TH DAY OF JULY, 1988.

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

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

ATTEST:


John Mabrey, Mayor
Mayor


Joannet Gray
City Clerk pro tem

CONTRACT

88-015

THIS AGREEMENT, made this 31st day of August, 1988, by and between the CITY OF THE DALLES, hereinafter called "Owner" and Engineering & Design Associates, Inc., doing business as a corporation, located in the City of Tigard, County of Washington, 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 Contact Documents and comply with the terms of the Contract Documents for the:

COMPUTER AIDED MAPPING OF CITY SEWER SYSTEM

hereinafter called the "Project", for the sum of:

1. Project Management and Consulting at the rate of \$54.00/hour, not to exceed \$2,200.00.
2. Digitizing Cadastral Base Maps with Sewer and Storm Drainage Systems for approximately 130 maps, not to exceed 145 maps, at \$145.00/map.
3. Plotting: 1 work set @ \$0.46/sq. ft.; 1 mylar set @ \$0.85/sq. ft.;
1 Vellum set with colors @ \$0.47/sq. ft.
The plotting cost for 130 maps is \$925.60.
4. Mapping Software Template for Autocad and D base for Sanitary Sewer and Storm Drainage Systems for \$2,500.00.
5. Engineering & Design Associates, Inc. Professional Liability insurance policy for \$500,000.00 will be accepted under the terms of this contract.

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 August 1, 1989.

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 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.

Owner: City of The Dalles

By: *Paul Koch*

Seal:

Attest:

Joanet Gray
Joanet Gray, City Clerk pro tem

Consultant: Engineering & Design Associates, Inc.

By: *Jack W. Ottenson P.E.*

Address: 2 Plaza Southwest
6900 SW Haines Road
Tigard, OR 97223

Seal

Attest:

Bruce L. Brown
Bruce L. Brown, President

REQUEST FOR PROPOSALS: Computer Aided Mapping of City Sewer System

CLIENT: City of The Dalles

DATE: January 25, 1988

PART ONE: INFORMATION FOR PROPOSERS

1.01 SUBMISSION OF PROPOSAL

Proposals will be received at the office of the City Clerk at City Hall, 313 Court Street, The Dalles, Oregon 97058, until 5:00 P.M., Thursday, February 25, 1988. Any proposal not received prior to the time set in this request, or an addendum, shall be disqualified.

1.02 OPENING OF PROPOSALS

Proposals will be opened and evaluated by the City after the final date set for receipt. The City may request proposers considered for award to make an oral presentation to a selection board or to submit additional data.

1.03 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 proposals.

1.04 ACCEPTANCE OF PROPOSAL

Within sixty (60) days after the final submission date for proposals, the City will act upon them. The successful proposer will be requested to enter into negotiations to produce a contract for the project. The City reserves the right to terminate negotiations in the event it deems progress toward a contract to be insufficient. Selection will be made on a "best qualified" basis. Criteria for selection will include, but not be limited to, cost, compatibility, support, reliability, and expansion.

1.05 PAYMENT

Payment will be made as set out in Part Two, on the basis of monthly invoices submitted to the City Clerk. Payment shall be only for work done.

1.06 CONTRACT DOCUMENTS

Contract shall consist of the contract instrument as negotiated, the request for proposals, and the project description.

1.07 LIMITATIONS ON CONTRACT TYPE

City policy prohibits the purchase of service based upon a cost plus percentage of cost formula. Lump sum, cost plus fixed fee not to exceed and cost plus percent not to exceed are allowed. This rule will not be waived.

1.08 INFORMATION TO BE SUBMITTED

Failure to submit any required data item may be cause for rejection. Proposers may submit such other data as they deem appropriate, however, voluminous or overly elaborate proposals are discouraged.

PROPOSAL INFORMATION SHALL INCLUDE:

A. Organization Description

Provide a short resume of the organization. Include types of mapping/drafting services performed by the firm.

B. References

Provide a list of references and phone numbers that can be contacted regarding firm performances.

C. Project History

Provide a description of experience your firm has had with projects similar to the one described herein. Include contact person name and phone number other than members of your firm that can be contacted regarding the projects.

D. Organization Profile

Provide a personnel summary of those individuals you would expect to be assisting during this project, and percentage of project for which each will be responsible.

E. Statement of Work and Product

An outline delineating the specific tasks to be performed indicating what will be done, in what sequence, by whom. The statement of work should include a schedule which indicates how long each task will require, and when client meetings will be held. Provide a clear statement of the final product.

F. List of Service Costs

The firms shall provide a current rate schedule for all those elements that will be involved in this project. These rates shall remain in effect for the duration of this project.

The cost proposal must be sealed separately from the rest of the proposal.

1.09 **STANDARDS AND EVALUATION FACTORS FOR AWARD**

A contract will be awarded only to responsible prospective consultants. In order to qualify as responsible, a proposer must meet the following standards as they relate to this Request for Proposal.

- (A) Have a satisfactory record of performance.
- (B) Be an Equal Opportunity Employer.
- (C) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The City intends to negotiate a contract with the proposer whose firm qualifications, approach and proposed cost instill the highest confidence level in the selection committee.

PART TWO: GENERAL PROVISIONS

2.01 SCOPE OF WORK

The work to be performed under this contract consists of the furnishing of all labor, equipment, materials, expertise, tools, supplies, bonds, insurance, licenses and permits, and performing all tasks necessary to accomplish work items concerning the "Computer Aided Mapping of City Sewer Systems".

2.02 DEFINITIONS

The words set out below shall have the meaning assigned by this clause unless the context of use clearly indicates that a different meaning is intended.

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

Consultant

City Council The elected City Council of the City of The Dalles

City Attorney The duly appointed City Attorney of the City of The Dalles

City Engineer The duly appointed City Engineer of the City of The Dalles or his designee

2.03 DUTIES OF CONSULTANTS

Consultants shall diligently undertake and perform all work required by the contract. Consultant agrees to devote the number of persons and level of effort necessary to perform and complete the work in a timely manner. All work done will be performed to the highest professional standards and will reflect the thoroughness, attention to detail, and application of scientific and engineering knowledge expected of professional consultants in the Engineering/Drafting field.

2.04 OBTAINING DATA

It shall be the Consultant's sole responsibility to obtain all data necessary to complete the work in a timely manner. Client shall make any data in its possession relevant to Consultant's activity available to Consultant upon request. The request shall specify the type of information sought, and the period for which the data is required; however, the Consultant may not require Client to seek reports from other agencies or to prepare original research. It shall be the Consultant's duty to discover and obtain data, research and reports prepared by public or private sources other than Client from the custodian. Client does not vouch for the accuracy of any data other than its own. Data

2.04 OBTAINING DATA (Cont.)

furnished by Client shall be considered accurate only for the purpose for which it was originally gathered. Consultant shall be solely responsible for any conclusions drawn from the data.

2.05 CHANGES

Client reserves the right to order changes in the work within the general scope of the project. Changes shall be ordered in writing by the City Manager or his designee. In the event Consultant encounters circumstances which it believes warrants a change in the price, quality, quantity or method of performing work it shall notify the City Engineer of the circumstances in writing. No change in work shall be undertaken until authorized in writing by the City Manager or his designee. Either party shall be entitled to an equitable adjustment in the contract price for changed work. In the event the parties are unable to agree on the price for the changed work, the price shall be set at a maximum of the actual cost of the work done plus a ten percent (10%) allowance for general and administrative overhead, indirect costs and profit. No single change order, nor aggregate of change orders which exceed fifteen percent (15%) of the contract price shall be approved without the specific authorization of the City Council. It shall be Consultant's sole responsibility to notify the City Engineer in advance in writing of any work that it considers to be changed or extra, failure to do so and to provide and to receive approval before proceeding shall waive any claim for additional payment.

2.06 PERMITS AND RESPONSIBILITIES

Prior to commencing work or performing any phase of the work, Consultant shall at its expense obtain such permits or licenses as may be required by State, Federal, or Local law. Failure to obtain permits or licenses in a timely manner shall not be grounds to excuse performance or to extend contract time. In addition, Consultant shall obtain any permission required prior to entering upon private property to perform any task required. In the event Consultant is denied access to private property, Consultant shall immediately notify the City Engineer and give the location to which access was denied, the name of the person who denied access, the reason access was sought and any alternate site that may be used for the same purpose. Client shall thereupon endeavor to assist Consultant in gaining any required access.

2.07 CARE OF PUBLIC AND PRIVATE PROPERTY

Consultant shall at its expense carefully protect from injury trees, shrubs, buildings, fences, utilities, structures, pipes, conduits and personal property, public or private, which may be affected by the work. Consultant shall be liable for any damage done through its fault or that of its subcontractors and shall restore any damaged property to the same or better condition as it was prior to Consultant's interference.

2.08 CARE OF STREETS, SIDEWALKS, AND CURBS

Consultant shall notify the City Engineer prior to performing work upon street or sidewalk right of way. Working areas shall be identified and guarded for the protection of workers and the traveling public. Flagmen shall be provided, if necessary, and signs and barricades posted. Client shall make such signs and barricades as may be required available for Consultant's use without charge. Upon completion of work Consultant shall repair damage to any street, sidewalk, or curb caused by its activity. In the event Consultant fails to make such repairs Client may do so and deduct the cost of them from final payment.

2.09 PAYMENTS

Consultant shall invoice Client monthly for all work done. Invoices shall itemize the work accomplished during the payment period by hours of classification and subcontractor charges to date of invoice. Invoices must be submitted by the Tuesday preceding the next regularly scheduled City Council meeting (first and third Monday of each month). Invoices not paid within thirty days of the presentation shall accrue simple interest at ten percent (10%) per annum.

2.10 PROGRESS ASSESSMENT/CURTAILMENT

Consultant shall provide written notice to the City Council upon incurring billable charges which total fifty percent (50%) of the maximum contract price and again upon incurring billable charges amounting to seventy-five percent (75%) of the contract price. The notice shall specify that the given financial obligation has been incurred, shall briefly outline the work performed to date and the work remaining to be done. The notice shall state the percentage of completion of the project and shall estimate the time and amount of money which the Consultant believes will be necessary to complete the project. In the event that the City Council determines not to proceed further with the project, the Consultant shall be notified in writing within fifteen (15) days of receipt of Council's notice. The Council shall further notify the Consultant of the steps to take prior to invoicing for final payment. In the event of curtailment all logs, maps, diagrams, charts, notes, reports, photos, letters, and memoranda produced in connection with the work shall be the property of the Client.

2.11 TERMINATION FOR CONVENIENCE

Client shall have the right to terminate this contract for convenience at any time prior to completion. Written notice of such termination shall be mailed to Consultant at its address on file with the City Clerk. Termination shall be effective ten (10) days from the date notice is mailed. Upon receipt of notice of termination, Consultant shall immediately stop work and terminate all subcontracts. Upon either termination for convenience or curtailment, Consultant shall be entitled to receive an amount equal to the cost of work performed to date, including the cost of terminated subcontracts plus an allowance of ten percent (10%) for overhead and profit provided that in no case shall the amount allowed exceed the maximum contract price of \$_____, plus authorized change orders.

2.12 TERMINATION FOR DEFAULT

Upon failure of the Consultant to make satisfactory progress or failure to abide by the terms of the contract, or to obtain, furnish or keep in force any required permit, license, bond, or insurance, the Client shall have the right to terminate the contract for default. Written notice of termination shall be mailed to the Consultant at its address upon the records of the City Clerk. Notice shall be effective when mailed. Upon receipt of notice, Consultant shall immediately stop work and relinquish all project files to the Client. Client may thereafter pursue the work or hire another consultant to do so and charge the excess cost thereof to Consultant.

2.13 DISPUTES

In the event a dispute arises concerning any matter under the contract, the party wishing resolution of the dispute shall submit a request in writing to the City Manager. The City Manager shall consider the request and respond in writing within ten (10) days giving his findings and the reasons for them. Any person dissatisfied with the findings of the City Manager may appeal to the City Council in writing within ten (10) days. Failure to do so waives any objection. The City Council shall consider any matter appealed at a hearing within thirty (30) days. The decision of the Council shall be final upon matters of fact unless clearly erroneous or procured by fraud.

2.14 ASSIGNMENT OF CONTRACT

Consultant shall not assign this contract nor any monies to become due hereunder.

2.15 SUBCONTRACTORS

Specialty subcontractors or subconsultants may be used to perform such work as is customary in Consultant's profession; however, the reports required shall be authored by the Consultant who shall be liable for any faulty data, errors or omissions contained therein.

2.15 **SUBCONTRACTORS** (Cont.)

All subcontracts for field work shall contain clauses similar in form and substances to the equal opportunity, termination for convenience, insurance and labor clauses found in this agreement.

2.16 **CONSULTANT'S REPRESENTATIVE**

Consultant shall designate a member of its staff who is knowledgeable concerning this project and who has authority to act for the Consultant upon all matters pertaining to this agreement. Consultant's representative shall be available by telephone to the City Manager or his designee during normal business hours (8:00 a.m. to 5:00 p.m., Monday through Friday).

2.17 **INSURANCE**

- A. In addition to such other insurance that may be required under this contract, the Consultant shall provide adequate Workmen's Compensation Insurance for all employees employed under this contract on this project who may come within the protection of workmen's compensation law; and shall provide, where practicable, employer's general liability insurance for the benefit of his employees not protected by such compensation laws, and proof of such insurance shall be given to the City.
- B. All insurance and bonds required to be carried under this contract shall be written with such company as may be acceptable to the City Attorney. Satisfactory certificates of said insurance and bonds shall be filed with the City Clerk in triplicate prior to the commencement of operations by the Consultant.
- C. The Consultant will be charged with the responsibility for proper and adequate workmen's compensation coverage for all his subcontract operations and in the event Consultant's insurance does not cover each and every subcontractor, certificates of insurance issued on policies by companies that may be acceptable to the City covering each and every subcontractor shall be filed with the City prior to the commencement of such subcontract operations.
- D. Public Liability & Property Damage Insurance: The Consultant shall take out and maintain during the life of this contract such Public Liability & Property Damage Insurance as shall protect him and any subcontractor performing work covered by this contract, from claims for damages for personal damages, which may arise from operations under this contract, whether such operations be by himself or by any subcontractor, or by anyone directly or indirectly employed by either of them.

Insurance shall be in the minimum amounts of:

TYPE OF INSURANCE	LIMITS OF LIABILITY
-----	-----
Worker's Compensation Employer's Liability	Statutory Worker's Compensation \$250,000 Employer's Liability
Comprehensive General Liability - Personal Injury	\$300,000 (aggregate) \$100,000 (each occurrence)
Comprehensive General Liability - Property Damage	\$300,000 (aggregate) \$ 50,000 (each occurrence)
Automobile Liability Bodily Injury and Property Damage Combined	\$500,000 All vehicles covered Hired car and non-owned autos
Professional Liability	\$1,000,000

These policies shall be from a carrier licensed to do business in Oregon and shall name the Client as an additional insured. Liability insurance coverage shall be increased in the event that either legislative enactments or court decisions cause an increase in the Client's minimum liability exposure for tort claims. In no case shall insurance in force be less than the maximum exposure for the Client for tort claims.

The Consultant shall not commence work under this contract, and will not be considered as having done so, until a certificate of insurance has been furnished to the City and approved by the City Attorney.

2.18 EEO PROVISIONS

The CONSULTANT shall comply with all applicable provisions of the Regulations of the U.S. Department of Commerce (Part 8 of Subtitle 15 of the Code of Federal Regulations) issued pursuant to the Civil Rights Act of 1964, in regard to nondiscrimination in employment because of race, religion, color, sex, handicap, or national origin. The CONSULTANT shall comply with applicable Federal, State and Local laws, rules and regulations concerning Equal Employment Opportunity.

2.19 TIME OF COMPLETION OF WORK & EXTENSION OF TIME LIMIT

The work to be done under the contract shall be completed in its entirety on or before the date specified, provided however, that the City Council may in its discretion extend the time for the completion of the work without invalidating any of the provisions herein contained and without releasing the surety.

2.19 TIME OF COMPLETION OF WORK & EXTENSION OF TIME LIMIT (Cont.)

Extension of time as above provided will be made by the City Council only upon receipt of written request from the Consultant, accompanied by written consent of the surety. Each request shall state the date to which the extension is desired and shall describe the conditions which have operated to prevent completion of the work within the specified time.

When an extension of time is granted, it shall be with the understanding that the Consultant will reimburse the City of The Dalles for the consulting expense incurred in connection with the work during the period of the extension and that the Consultant will reimburse the City also for any extra expense that may be brought upon the City by reason of the overrun of time, provided however, that the City Council may in its discretion, and for such other cause as it may deem sufficient under the circumstances, waive all or any part of such consulting expense and such extra expense.

Temporary suspensions of the work when ordered by the City Engineer in advance and with written agreement to the effect that time extensions will be allowed for them will be considered cause for said waiver.

Amounts due the City of The Dalles from the Consultant under the foregoing provisions shall be deducted by the City Council from any money then due or become due said Consultant under the contract, and such deductions shall not in any degree release the Consultant from further obligations and penalties in effect to the fulfillment of the entire contract.

2.20 DUTIES AND OBLIGATIONS OF CONSULTANT

The Consultant shall:

1. Make Payment promptly, as due, to all persons supplying to such Consultant, labor or material for the prosecution of the work provided for in the contract.
2. Pay all contributions or amounts due the Industrial Accident Fund from the consultant or subcontractor incurred in the performance of the contract.
3. Not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished.
4. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

2.21 PAYMENT OF CLAIMS BY THE CITY

If the Consultant fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Consultant or subcontractor by any person in connection with the contract as such claim became due, the City may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Consultant by reason of this contract.

The payment of a claim in the manner authorized in this clause shall not relieve the Consultant or his surety from his or its obligation with respect to any unpaid claims.

2.22 PROVISIONS RELATING TO ENVIRONMENTAL AND NATURAL RESOURCES LAWS AND RULES; CHANGE ORDERS

If the successful bidder is delayed or must undertake additional work by reason of existing regulations or ordinances or agencies not cited in the public contract due to the enactment of new or the amendment of existing statutes, ordinances or regulations relating to the prevention of environmental pollution and the preservation of natural resources occurring after the submission of the successful bid, the City shall grant a time extension and issue a change order setting forth the additional work that must be undertaken. The change order shall not invalidate the contract and there shall be, in addition to a reasonable extension of the contract price to compensate the successful bidder for all costs and expenses incurred, including overhead and profits, as a result of such delay or additional work.

2.23 CONDITION CONCERNING PAYMENT FOR MEDICAL CARE AND ATTENTION TO EMPLOYEES

The Consultant shall promptly, as due, make payment to any person, partnership, joint-venture, association or corporation furnishing medical, surgical and hospital care or other needed care and attention, including sickness or injury to the employees of such Consultant, of all sums which the Consultant agrees to pay for such services and all monies and sums which the Consultant collected or deducted from the wages of his employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

2.24 COMPENSATION WHEN CONTRACT TERMINATED FOR CONVENIENCE

In the event of termination of a contract for convenience of the City, provisions shall be made for the payment of compensation to the contract. In addition to a reasonable amount of compensation for preparatory work and for all costs and expenses arising out of termination, the amount to be paid to the Consultant:

1. Shall be determined on the basis of the contract price in the case of any fully-completed separate item or portion of the work for which there is a separate or unit contract price; and

2.24 COMPENSATION WHEN CONTRACT TERMINATED FOR CONVENIENCE (Cont.)

2. May, with respect to any other work, be a percent of the contract price equal to the percentage of the work completed.

2.25 MAXIMUM HOURS OF LABOR - HOLIDAYS; EXCEPTIONS

The Consultant agrees that no person shall be required or permitted to labor more than eight hours in any one day, or 40 hours per week, without compensation in accordance with applicable State and Federal laws and/or regulations and Consultant's established and published compensation policies.

2.26 INSPECTION OF PAYROLL RECORDS

The Consultant agrees that:

1. At any reasonable time, the Commissioner of the Bureau of Labor and Industries may enter the office of business establishment of the Consultant or any subcontractor performing under this contract without a warrant and gather facts and information relative to wages.

2. The Consultant or subcontractor shall make available to the Commissioner for inspection during normal business hours and, upon request made a reasonable time in advance, any payroll or other records in the possession or under the control of the Consultant or subcontractor that are deemed necessary by the Commissioner.

3. The CITY, or any of its duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this specific contract, for the purpose of making audit, examinations, excerpts, and transcriptions. All required records must be maintained by the ENGINEER for three years after grantee makes final payments and all other pending matters are closed.

2.27 AMOUNT OF RETAINAGE

The City shall retain an amount equal to five percent (5%) of the contract price until final completion and acceptance of all work to be performed under this contract.

2.28 FORM OF RETAINAGE

(1) Money retained by the City under the terms of this contract shall be:

A. Retained in a fund by the City and paid to the Consultant in accordance with ORS 279.575; or

2.28 FORM OF RETAINAGE (Cont.)

- B. At the option of the Consultant, paid to the Consultant in accordance with subsection (3) or (4) of this section and in a manner authorized by the City Council acting as a Public Contract Review Board.

2. If the City incurs additional costs as a result of the exercise of the options described in subsection (1) of this section, the City may recover such costs from the Consultant by reduction of the final payment. As work on the contract progresses, the City shall, upon demand, inform the Consultant of all accrued costs.

3. The Consultant may deposit bonds or securities with the City or in any bond or trust company to be held in lieu of the cost retainage for the benefit of the City. In such event, the City shall reduce the retainage in an amount equal to the value of the bonds and securities and pay the amount of the reduction to the Consultant in accordance with ORS 279.575. Interest on such bonds or securities shall accrue to the Consultant.

4. If the Consultant elects, the retainage as accumulated shall be deposited in a bank, savings bank, trust company or saving association for the benefit of the City. Interest earned on such an account shall accrue to the Consultant.

5. Bonds and securities deposited or acquired in lieu of retainage, as permitted by this section, shall be of a character approved by the City Council acting as a Public Contract Review Board, including, but not limited to:

- A. Bills, certificates, notes or bonds of the United States;
- B. Other obligations of the United States, or its agencies;
- C. Obligations of any corporation wholly-owned by the Federal Government; or
- D. Indebtedness of the Federal National Mortgage Association

2.29 COSTS AND FEES

In the event that any suit or action is commenced or arises from this agreement, each party shall bear its own costs and fees including attorney fees regardless of the outcome. This provision shall apply to the original action and any appeals.

2.30 STANDARDS OF CONDUCT

No member, officer, or employees of the City of The Dalles, or its designees or agents, nor member of the governing body of The Dalles, and no other public official of The Dalles who exercises any functions or responsibilities with respect to this contract

2.30 **STANDARDS OF CONDUCT (Cont.)**

during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in work to be performed in connection with this contract. All contractors shall incorporate, or cause to be incorporated, in all subcontracts a provision prohibiting such interest.

PART THREE: PROJECT DESCRIPTION

2.01 PURPOSE

The purpose of this project is to prepare sewer sectional maps for the City of The Dalles including the area within the Urban Growth Boundary. The maps shall be prepared using the AUTOCAD system, such that the software created will be transferable to the City Engineering Department's IBM Personal Computer. (The City will purchase their own copy of the AUTOCAD program at a later date.)

2.02 MAPPING SPECIFICATIONS

1. Provide a base map of the City and Urban Growth Area. This overall map will be divided into 1/16 Section Maps and plotted at a scale of 1"=100'. There will be approximately 130 maps of this size.
2. These maps shall be constructed to State of Oregon standards for compatibility with State and County mapping.
3. The maps shall utilize data around the City that ties into the State plane grid.
4. Base map shall include:
 - a. DLC lines and corners
 - b. Subdivisions
 - c. Lot & block numbers
 - d. Addresses
 - e. Curb & radius information
 - f. Street names
 - g. Tax Code lines
5. Sewer information to be included:
 - a. Pipe and manhole locations
 - b. Pipe size
 - c. Pipe composition
6. The City of The Dalles will retain all rights to the base map and subsequent layers generated. Written permission from the City and a pre-determined fee will be required for any use of the maps, other than for the City.
7. The Consultant will agree to provide full working magnetic media copies of all maps, custom programs and templates, related to AUTOCAD, at no cost to the City.

2.03 WORK ELEMENTS

City Responsibility to provide the following:

- A. USGS Maps
- B. City's Overall Sewer Map
- C. Assessor's Maps and information
- D. Existing City Sewer Sectionals
- E. Field verification of manhole and line locations
- F. Curb & radius data
- G. State Plane Grid information

Proposers Responsibilities

- A. Cost estimate based on:
 - 1. Base map with plant plus revisions
(1/16 Section = 1 Map), per map price
 - 2. Plotting:
 - a. 1 work set for field revisions, price per sq. ft.
 - b. 1 set of Mylars, price per sq. ft.
 - c. 1 set with colors (layers), price per sq. ft.
- B. Produce 8 - 10 maps/month for field verifications of manhole and line locations. Field verification to be done by City forces.
- C. Complete mapping within approximately one year.

RESOLUTION NO. 88 - 48

A RESOLUTION APPROVING THE ITEMS ON THE CONSENT CALENDAR
AND AUTHORIZING CITY OFFICERS TO SIGN CONTRACT DOCUMENTS

WHEREAS, certain business items of a routine nature are periodically brought before City Council for action; and

WHEREAS, City Council desires to conduct its meetings in an efficient and effective manner; and

WHEREAS, City Council desires to dispose of routine matters so that Council may focus its attention on the major policy issues facing the community; NOW
THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL:

That the items appearing on the Consent Calendar are hereby approved:

1. Consent Calendar Resolution for Council Action.
2. Approval of City Council Minutes (Special Meeting Minutes of June 30 and July 12, 1988; Regular Council Minutes of July 5, 1988).
3. Partial Payment No. 2 to Gelco Grouting for the 1988 Sewer System Inspection Program.
4. Grant Agreement with Land Conservation & Development Commission.
5. Approval of Contract with Mr. Harvey A. Meharry as Airport Manager.
6. Ratification of Agreement between City of The Dalles and U.S. Forest Service.
7. Request to apply for Energy Study through the Small Energy Study Program with the Oregon Department of Energy.

and City Officers are hereby authorized to sign the contract documents.

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

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

AND APPROVED BY THIS 18TH DAY OF JULY, 1988.

ATTEST:

Joanet Gray
Joanet Gray
City Clerk Pro tem

John Mabrey
John Mabrey, Mayor

RACEBASE BOND
SOUTHWORTH CO. U.S.A.
25% COTTON FIBER

RESOLUTION 88 - 47

A RESOLUTION ADOPTING THE 1988-89 BUDGET
OF THE CITY OF THE DALLES, LEVYING TAXES
AND APPROPRIATING FUNDS THEREFORE NUNC PRO TUNC
FOR THE CITY COUNCIL ACTION TAKEN JUNE 20, 1988

WHEREAS, the City Council adopted the 1988-89 budget at its June 20, 1988 regular council meeting but such action was not memorialized in the form of a resolution; and

WHEREAS, the City Council desires to properly memorialize said action adopting the 1988-89 budget, levying taxes and appropriating funds; NOW, THEREFORE,

BE IT HEREBY RESOLVED AS FOLLOWS:

Section 1. Adoption. The City Council of the City of The Dalles hereby adopts the 1988-89 Budget as approved by the Budget Committee of the City of The Dalles on April 21, 1988, now on file at City Hall.

Section 2. Taxes Levied. The City Council of the City of The Dalles hereby levies the taxes provided for in the adopted budget in Section 1 of this resolution in the aggregate amount of \$2,069,683 and that these taxes are hereby levied and assessed pro rata upon all taxable property within the City of The Dalles as of 1:00 a.m., January 1, 1988.

The following is a summary of the taxes to be levied:

Within the 6% limitation	\$1,158,282
Outside the 6% limitation	
Exempt bonds: Water	\$ 193,500
3-Year Serial Levy approved by voters on March 31, 1987	\$ 602,907
2-Year Capital Construction Levy approved by voters on March 31, 1987	\$ 114,994

Total taxes to be levied

\$2,069,683

Section 3. Appropriation. The amounts for the fiscal year beginning July 1, 1988 and the purposes shown are hereby appropriated as follows:

GENERAL FUND

Administration	\$ 84,750
Finance & General	\$ 586,678
Planning & Building	\$ 136,667
Legal & Judicial	\$ 126,666
Police	\$ 759,978
Fire	\$ 538,409
Ambulance	\$ 140,929
Communications	\$ 167,401
Library	\$ 226,961
General Operating	
Contingency	\$ 83,852
Transfers Out	\$ 60,000
All Other	\$ 90,000

Total General Fund: \$3,002,291

WATER FUND

Water Distribution	\$ 501,665
Water Treatment	
& Supply	\$ 621,160
Transfers Out	\$ 112,575
General Operating	
Contingency	\$ 30,600

Total Water Fund: \$1,266,000

STREET AND STORM SEWER

Personal Service	\$ 265,964
Materials & Services	\$ 112,500
Capital Outlay	\$ 359,945
Debt Service	\$ 4,525
Transfers Out	\$ 134,657
General Operating	
Contingency	\$ 94,500

Total Street & Storm
Sewer Fund: \$ 972,091

IMPROVEMENT FUND

Contractual Services	\$ 4,000
Materials & Services	\$ 8,000
Capital Outlay	\$ 545,000
Total Improvement Fund:	\$ 557,000

WATER BOND RESERVE FUND

Transfers Out	\$ 167,720
All Other	\$1,362,063
Total Water Bond Reserve Fund:	\$1,529,783

CRIME PREVENTION FUND

Materials & Services	\$ 2,000
Total Crime Prevention Fund:	\$ 2,000

WATER DEPARTMENT CAPITAL
RESERVE FUND

Transfers Out	\$ 50,000
Capital Outlay	\$ 253,654
Total Water Fund:	\$ 303,654

WASTEWATER FUND

Wastewater Treatment	\$ 285,866
Wastewater Collection	\$ 339,344
Transfers Out	\$ 111,977
General Operating	
Contingency	\$ 37,627
Total Wastewater Fund:	\$ 774,814

AIRPORT

Contractual Services \$ 18,420
Materials & Services \$ 93,807

Total Airport Fund: \$ 112,227

SEWER DEPT. SPECIAL RESERVE

Capital Outlay \$ 133,244

Total Sewer Reserve
Fund: \$ 133,244

FIRE EQUIPMENT RESERVE FUND

Capital Outlay \$ 57,044

Total Fire Equipment
Reserve Fund: \$ 57,044

UNEMPLOYMENT RESERVE FUND

Materials & Services \$ 93,302

Total Unemployment
Reserve Fund: \$ 93,302

AMBULANCE RESERVE FUND

Capital Outlay \$ 57,227

Total Ambulance
Reserve Fund: \$ 57,227

SPECIAL CORP OF
ENGINEER SEWER FUND

Capital Outlay \$ 142,495
Transfers Out \$ 15,000

Total Sewer Fund: \$ 157,495

WASTEWATER TREATMENT
RESERVE FUND

Capital Outlay \$ 302,000

Total Wastewater
Treatment Reserve: \$ 302,000

PARKS RESERVE

Capital Outlay \$ 15,611

Total Parks
Reserve Fund: \$ 15,611

WASTEWATER COLLECTION
REPLACEMENT RESERVE

Capital Outlay \$ 59,500

Total Wastewater Collection
Reserve Fund: \$ 59,500

SENIOR CENTER GRANT

Capital Outlay \$ 3,180

Total Senior Center
Grant Fund: \$ 3,180

VIETNAM MEMORIAL FUND

Materials & Services \$ 50
Capital Outlay \$ 1,680

Total Vietnam
Memorial Fund: \$ 1,730

WATER DEPARTMENT EQUIPMENT
AND FACILITIES RESERVE

Capital Outlay \$ 71,710

Total Water Department
Equipment and Facilities
Reserve Fund: \$ 71,710

WATER BOND DEBT FUND

Debt Service \$ 395,220

Total Water Debt
Service Fund: \$ 190,100

PUBLIC WORKS RESERVE FUND

Capital Outlay \$ 78,346

Total Public Works
Reserve Fund: \$ 78,346

STREET BRIDGE
REPLACEMENT FUND

Capital Outlay \$ 64,700
Total Street Bridge
Replacement Fund: \$ 64,700

DEBT SERVICE FUND

Debt Service \$116,928
All Other \$ 73,172
Total Debt Service
Fund: \$190,100

KELLY AVENUE LANDSLIDE FUND

Capital Outlay \$485,000
Total Kelly Avenue
Landslide Fund \$485,000

STATE HISTORICAL
PRESERVATION GRANT

Personnel &
Contractual Services \$ 2,400

Total State Historical
Preservation Grant: \$ 2,400

FIRE STATION RESERVE

Capital Outlay \$ 25,000

Total Fire Station
Reserve \$ 25,000

LAND CONSERVATION
AND DEVELOPMENT

Personnel Services \$ 3,367
Materials & Services \$ 2,450

Total L.C.D. Fund \$ 5,817

L.C.D.C. #2

Contractual Service \$ 5,960
Capital Outlay \$ 700

Total L.C.D.C. #2 \$ 6,660

Section 4. Memorialization and Ratification. This resolution memorializes and ratifies the action of the City Council taken at its regular council meeting of June 20, 1988 and the Mayor and City Clerk pro tem are hereby authorized to sign this resolution nunc pro tunc for that date to confirm that fact.

DONE AND DATED this 12th day of July, 1988 NUNC PRO TUNC for the 20th day of June, 1988.

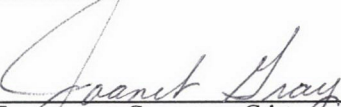
Voting Yes, Councilmembers:	<u>PROBSTFIELD, WILL, SPADT AND PHILLIPS</u>
Voting No, Councilmembers:	<u>NONE</u>
Absent, Councilmembers:	<u>CLARK</u>
Abstaining, Councilmembers:	<u>NONE</u>

And approved by the Mayor this 12th day of July, 1988 NUNC
PRO TUNC for the 20th day of June 1988.



Hazel Phillips, Acting Mayor

ATTEST:



Joanet Gray, City Clerk Pro tem

RESOLUTION NO. 88 - 46

A RESOLUTION AUTHORIZING OFFICERS TO ACT

WHEREAS, the City Council has voted to employ Paul Koch to be the City Manager for the City of The Dalles; and

WHEREAS, the City Council wishes to confirm the terms of said employment by entering into a written agreement with Paul Koch;

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

Section 1. Officers to Act.

The Mayor and City Clerk Pro tem are hereby authorized to enter into an employment agreement with Paul Koch regarding his employment as the City Manager effective July 1, 1988, and to do such other acts as are necessary and proper.

DONE AND DATED THIS 5TH DAY OF JULY, 1988.

Voting Yes, Councilmembers:	<u>Clark, Phillips, Probsfield, 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 5TH DAY OF JULY, 1988.

ATTEST:

Joanet Gray
Joanet Gray
City Clerk Pro tem

John Mabrey
John Mabrey, Mayor

EMPLOYMENT AGREEMENT FOR

CITY OF THE DALLES

CITY MANAGER

July 1, 1988

EMPLOYMENT AGREEMENT FOR
CITY OF THE DALLES
CITY MANAGER

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EMPLOYMENT AGREEMENT FOR
CITY OF THE DALLES

CITY MANAGER

THIS AGREEMENT, made and entered into this 1st day of July, 1988, by and between the City of The Dalles, a municipal corporation of the State of Oregon, hereinafter called the "City", as party of the first part, and Paul Koch, hereinafter called "Manager", as party of the second part, both of whom understand as follows:

RECITALS

The City desires to employ the services of Paul Koch as the City Manager of the City of The Dalles, as provided by the Charter of the City of The Dalles, Oregon and to provide certain benefits, establish certain conditions of employment and set working conditions of said employee.

Paul Koch desires to accept the employment as the City Manager of the City of The Dalles, Oregon, under the terms and conditions recited herein.

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE CITY AND THE MANAGER AGREE AS FOLLOWS:

Section 1. Duties.

The City hereby agrees to employ the Manager as the City Manager of said City to perform the functions and duties specified in said City Charter, and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign. In carrying out these duties and functions the Manager shall:

- make recommendations to the City Council regarding needed policies, procedures and changes necessary to meet the needs of the community and the City and carry out the goals and objectives established by City Council.
- meet annually with the City Council to establish the vision, goals and objectives of the City. Such a session shall precede the annual budgetary process and serve as a guide in the formulation of the budget. The Manager shall be responsible for determining the involvement of City staff in said meeting.
- aggressively pursue and carry out the goals and objectives set by the City Council.

- assist the City Council in impacting state and national bodies and organizations so as to carry out the goals and objectives set by the City Council.
- be responsible for critically reviewing, analyzing, reorganizing and modifying the work efforts and for the organization or reorganization of City employees and departments so as to carry out the goals and objectives set by the City Council.
- be responsible for receiving City Council member's requests, complaints, inquiries and concerns regarding the functioning of the City and coordinating and insuring staff response to the City Council member in a timely manner.
- take the lead, working with City Council, to bring about improved cooperation with other governmental entities to improve the local economy; solve mutual problems and bring about improved and more effective relationships.

Section 2. Term.

2.1 Service at the Pleasure of the Council.

Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of the Manager at any time, subject only to the provisions set forth in this agreement. The City and the Manager recognize that the Charter of the City of The Dalles, in Chapter V, Section 24, expressly provides:

"The Manager shall be appointed for an indefinite term and may be removed at the pleasure of the Council."

2.2 Right to Resign.

Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Manager to resign at any time from his position with the City, subject only to the provisions set forth in this agreement.

2.3 Length of Agreement.

This agreement shall be in effect from July 1, 1988 through June 30, 1993, and shall be reviewed on an annual basis. Failure of the City Council to renew this agreement for the same compensation as the Manager is receiving as of June 30, 1993, on or before January 1, 1993, shall constitute six (6) months' notice of intent not to renew the agreement. The City is under no obligation to renew said agreement. Failure to renew does not constitute termination and gives no rise to rights to severance pay under this agreement.

Section 3. Suspension and Termination.

3.1 Suspension with Pay.

The City may suspend the Manager with full pay and benefits at any time during the term of this agreement.

3.2 Suspension without Pay.

The City may suspend the Manager without full pay and benefits at any time during the term of this agreement, but only after:

- (1) A majority of the City Council and the Manager so agree in writing; or
- (2) A hearing, a majority of the City Council votes to suspend the Manager; however, the Manager shall be given written notice setting forth any charges at least three (3) working days prior to such hearing by the City Council; or
- (3) A request by the City Council to discuss allegations made about activities of the Manager relating to job performance, the Manager refuses to discuss those allegations with the City Council.

3.3 Termination for Cause.

The City may terminate the Manager for good and just cause which includes, but is not limited to, indictment for an illegal act involving personal gain, malfeasance in office, willful and wanton neglect of duty, insubordination, incompetency, and conviction of any felony, or a misdemeanor involving moral turpitude. Provided that if the Manager is not convicted on said indictment within two years, severance pay shall be paid.

Provided further, that if the City desires to terminate the Manager for cause, the Manager shall be given written notice setting forth the cause, and a hearing before the Council with the right to present facts and answers to all charges. The Manager shall have the right to be represented by counsel at his sole cost and expense.

3.4 Definition of Termination.

Termination by the City, as used in this agreement, means the Manager's discharge or dismissal by the Council; or the Manager's resignation following a salary reduction greater in percentage than an across the board reduction for all City employees; or the Manager's resignation following a formal request to him by the City Council that he resign; or the suspension of the Manager without pay pursuant to Section 3.2 of this agreement which is entitled Suspension without Pay, for a period exceeding three (3) working days.

Section 4. Severance Pay and Voluntary Resignation.

4.1 Amount of Severance Pay.

In the event the Manager is terminated by the City before expiration of this agreement; and the Manager is willing and able to perform his duties as the City Manager, the City shall give Manager ninety (90) days prior notice and pay a lump sum cash payment equivalent to six (6) months' base salary to the Manager as severance pay within sixty (60) days of date of termination. Provided, however, if said termination is pursuant to Section 3.3 (Termination for Cause) or Section 11 (Disability of the Manager), the City shall have no obligation to pay said severance pay.

4.2 Notice of Resignation.

In the event the Manager voluntarily resigns his position with the City before the expiration of the term of this agreement, then the Manager shall give the City three (3) months' advance notice of said resignation. Said three (3) month period shall be exclusive of any vacation time.

Section 5. Compensation.

5.1 Salary.

The City agrees to pay the Manager for his services rendered pursuant hereto an annual base salary of \$45,000.00, payable in monthly installments at the same time as other employees of the City are paid. Unless some other amount is annually negotiated by the parties, any cost-of-living increase given to City staff represented by a union other than the police or fire unions minus one (1) percent shall be provided Manager at the same time said increase is provided to said staff. Further, the City reserves the right to pay the Manager a bonus at such times, for such reasons, and in such amounts as determined by the City Council in its sole discretion.

5.2 Retirement.

In lieu of any other fringe benefit for retirement purposes, the City shall contribute an amount equal to ten (10) percent of Manager's annual base salary to the retirement account of the Manager in the program of the International City Management Association Retirement Corporation. Such contributions shall be made in monthly installments.

5.3 Automobile Allowance.

The Manager shall receive \$350.00 per month as an automobile allowance to cover all of his automobile expenses. Said amount may be adjusted following an annual review by the parties.

5.4 Professional Development and Organizations.

The City hereby agrees to annually budget and allocate sufficient funds to pay for the expenses of the Manager's membership in and necessary travel and living expenses to represent the City at the annual meetings of the National League of Cities, League of Oregon Cities and International City Management Association. City also agrees to annually budget and allocate funds for the necessary travel and living expenses of Manager at local, state, regional and national meetings; for membership in a local civic club of Manager's choice; for usual and customary dues and subscriptions and for usual and customary professional training sessions.

In addition, City acknowledges Manager's desire to continue his professional advancement by obtaining a Masters degree and agrees, after Manager has completed one (1) year on the job, to allow Manager Friday afternoons to pursue that goal or such other necessary release time as is agreed to by the parties.

5.5 Business Expenses:

The City agrees to reimburse Manager for all necessary and customary business expenses within budgetary constraints, as such expenses are incurred by Manager on a monthly basis.

Section 6. Evaluation.

The City Council shall evaluate the work performance of the Manager annually in or around July of each year. All evaluations shall be based upon criteria developed by the Manager and the City Council in a procedure consistent with state statute and shall be communicated to the Manager in Executive Session unless the Manager requests otherwise. Said evaluation may lead to modifications in this agreement.

Section 7. Health and Life Insurance.

7.1 Medical Insurance.

The City agrees to provide and pay hospitalization, surgical and comprehensive medical insurance for the Manager, his spouse and his dependents unless the Manager or such persons are otherwise covered by medical insurance. The City agrees to pay the premiums thereon equal to that which is provided for all other administrative staff not represented by a union.

7.2 Physical Examination.

The City agrees to pay for the cost of an annual physical examination for Manager by a local, qualified physician of Manager's choosing. The City shall receive a complete copy of

all medical reports related to the examination. The Manager agrees to waive any legal privileges to such report between the Manager and the physician.

7.3 Disability Insurance.

The City shall maintain a disability insurance policy covering the Manager which would pay benefits at the rate of 75% of Manager's base salary after a ninety (90) day waiting period.

7.4 Life Insurance.

The City shall maintain a life insurance policy covering the Manager in the amount of \$50,000.00 with such beneficiaries as Manager designates.

Section 8. Bonding.

The City shall bear the full cost of any fidelity bond or any other bonds required of the Manager under the City Charter, ordinances or law.

Section 9. Moving Expenses.

The City shall pay for or reimburse the Manager for the expenses of moving his residency to the City.

Section 10. Residency.

The Manager shall become a resident within eight (8) months of the effective date of this agreement or by such other date as is mutually agreed to by the parties.

Section 11. Disability of the Manager.

11.1 Termination because of Disability.

Notwithstanding anything in this agreement to the contrary, the City is hereby given the option to terminate this agreement in the event that the Manager shall become permanently disabled during the term of this agreement. Permanent disability is any disability which incapacitates the Manager from performing the Manager's duties under this agreement on a regular and continuing basis. Such option shall be exercised by the City by giving ten (10) days written notice to the Manager.

11.2 Medical Examination for Determination.

If a question exists concerning the capacity of the Manager to return to the Manager's duties, the City may require the Manager to submit to a medical examination to be performed by a

physician licensed to practice medicine. The City and the Manager shall mutually agree upon the physician who shall conduct the examination. However, if no agreement can be reached, the City shall name the physician as long as he is duly licensed. The examination shall be done at the expense of the City. The physician shall limit the report to the issue of whether the Manager has a permanent disability as defined herein.

Section 12. Hours of Work and Outside Activities.

12.1 Manager's Time.

It is recognized that the Manager must devote a great deal of his time outside normal office hours to the business of the City, for which he shall be provided fifteen (15) executive days off each fiscal year, to be used during that fiscal year, or lost. The City agrees the Manager shall have a credit of 15 days on July 1, 1988 to be usable during his first year of employment.

12.2 Outside Business.

The Manager shall not spend any time in teaching, consulting, counseling or other non-city connected business without the prior written approval of the City Council.

Section 13. Other Terms and Conditions of Employment.

13.1 Amendments to Agreement.

The City shall, by amendment to this agreement, fix such other terms and conditions of employment from time to time as it may determine relating to the performance by the Manager in the position of the City Manager of the City, provided such terms and conditions are not inconsistent or in conflict with the provisions of this agreement, the City Charter or any other law.

13.2 City Rules and Regulations.

All provisions of the City of The Dalles Charter, regulations and rules of the City relating to vacation, sick leave, retirement, and holidays as they now exist, and hereafter may be amended, shall apply to the Manager as they would to other employees of the City in addition to said benefits enumerated specifically for the benefit of the Manager, except as herein provided. The City agrees the Manager shall have a credit of 12 days sick leave on July 1, 1988.

Section 14. General Provisions.

14.1 Entire Agreement.

The text herein shall constitute the entire agreement between the parties.

14.2 Severability.

If any provision or any portion thereof contained in this agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this agreement or portion thereof shall be deemed severable. All other sections shall be unaffected and remain in full force and effect.

Section 15. Notices.

Notices pursuant to this agreement shall be given by deposit into the custody of the United States Postal Service, by certified mail, postage prepaid, and addressed as follows:

CITY: Mayor
City of The Dalles
313 Court Street
The Dalles, OR 97058

MANAGER: Mr. Paul Koch
3424 West 13th Street
The Dalles, OR 97058

and

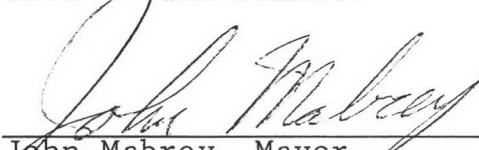
City Attorney
City of The Dalles
313 Court Street
The Dalles, OR 97058

Alternately, notices required pursuant to this agreement may be served personally in the same manner as is applicable to civil judicial practice. Notice shall be deemed to be given as of the date of personal service or date of deposit of such written notice with the United States Postal Service.

IN WITNESS WHEREOF, the City of The Dalles has caused this agreement to be signed and executed in its behalf by its Mayor and duly attested by its City Clerk and the Manager has signed and executed this agreement, both in duplicate, the day and year first above written.


CITY OF THE DALLES:

MANAGER:


John Mabrey, Mayor


Paul Koch

ATTEST:


Joannet Gray
City Clerk pro tem

RESOLUTION NO. 88 - 44

A RESOLUTION APPROVING CHANGE ORDER #2
FOR THE KELLY AVENUE DEWATERING WELLS PUMP INSTALLATION
CONTRACT #88-013 WITH SCHNEIDER EQUIPMENT, INC.
AND APPROVING PARTIAL PAYMENT FOR WORK COMPLETED

WHEREAS, the contractor has completed the work on the project within the specified time as adjusted by Change Order No. 1; and

WHEREAS, it was discovered upon completion of that work that Well No. 1 would not sustain the pumping rates required for the project; and

WHEREAS, it was necessary to remove the pump in order to investigate the problem with Well No. 1; and

WHEREAS, this matter needs to be reflected in a change order to the existing contract; and

WHEREAS, the pump installation Contractor, Schneider Equipment, Inc., has completed work in the amount of \$99,744.60 excluding the work done under Change Order No. 2; and

WHEREAS, a request has been made for partial payment to Schneider Equipment, Inc. in the amount of \$2,555.50; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL:

Section 1. Change Order Approved. Change Order #2 to Contract #88-013 is hereby accepted and approved.

Section 2. Partial Payment Approved. Request for Partial Payment No. 3 in the amount of \$2,555.50 is hereby accepted and approved.

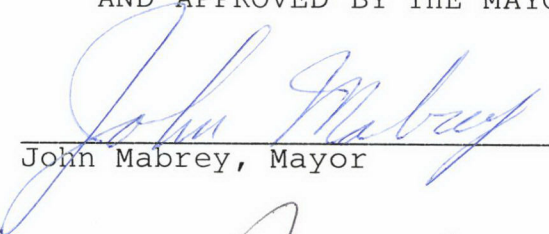
Section 3. Officers to Act. The Mayor, City Clerk and such other officers and employees of the City of The Dalles are hereby authorized to sign the change order and do such acts as are necessary and proper.



DONE AND DATED THIS 5TH DAY OF JULY, 1988.

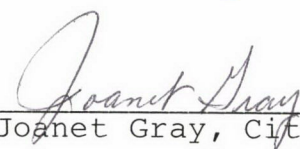
Voting Yes, Councilmembers:	PHILLIPS, CLARK, WILL, SPADT AND PROBSTFIELD
Voting No, Councilmembers:	<u>NONE</u>
Absent, Councilmembers:	<u>NONE</u>
Abstaining, Councilmembers:	<u>NONE</u>

AND APPROVED BY THE MAYOR THIS 5TH DAY OF JULY, 1988.



John Mabrey, Mayor

ATTEST:



Joanet Gray, City Clerk Pro tem