

1987 RESOLUTIONS

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|-------|---------|---|
| 87-73 | 8/17/87 | Personal Services Contract with Tenneson Engineering concerning the Webber St. Pjt. from W. 2nd St. northerly 1500 feet. |
| 87-74 | 8/17/87 | Authorizing Jack Lesch to sign purchase orders and personnel action forms in the absence of the city manager. |
| 87-75 | 9/8/87 | Accepting City Engineer report announcing the formation of a LID for widening and improving Cherry Heights Road from W. 10th St. southwesterly 430'. |
| 87-76 | 9/8/87 | Reciprocal use agreement between Wasco Public Library and Wasco-City of The Dalles Library. |
| 87-77 | 9/8/87 | Authorizing officers to act, enter into a cooperative land use agreement with John Skirving MD. (property within the boundaries of the watershed) |
| 87-78 | 9/8/87 | Authorizing officers to act, City and Port of The Dalles make joint application to the US Army Corp of Engineers to construct improvements at the boat basin boat ramp. |
| 87-79 | 9/8/87 | Lease with Windy River Gleaners Inc. to rent Gitchell Bldg. expires 8/31/1997. |
| 87-80 | 9/8/87 | Land use agreement on behalf of City - Miller's & Hill's parking spaces for Chuck Langley's bed & breakfast at 4th & Liberty. |
| 87-81 | 9/8/87 | Agreement with Tenneson Engineering Corp. Webber St. Pjt. assistance. |

1987 RESOLUTIONS

87-59	7/6/87	Agreement between the City and Duffy Construction for the installation of insulated steel sectional doors.
87-60	7/6/87	Exempting the purchase of a refurbished 147MB Disc Drive subassembly from Omega Hardware Services, Inc. from competitive bidding.
87-61	7/6/87	Approving an agreement between the City and Mid Columbia Paving Co.
87-62	7/6/87	Agreement with The Dalles Irrigation District to repair and maintenance of a foot traffic bridge located in the City limits crossing Mill Creek at Jordan St. north of W. 8th & south of W. 6th St.
87-63	7/6/87	Agreement with The Dalles Police Officers Asso.
87-64	7/6/87	Rescinding Resolution No. 87-52 presented in the June 15, 1987 Council minutes and readopting the Supplemental Budget as approved by the Budget Committee for 1986-87.
87-65	7/6/87	Approving an agreement between the City and the New Life United Pentecostal Church and Christian Academy.
87-66	7/8/87	ADDENDUM TO AGREEMENT - RE: POMONA STREET WEST
87-67	7/20/87	INTENTION TO IMPROVE 9th Street from Cherry Heights Road easterly 480'.
87-68	7/20/87	INTENTION TO IMPROVE by the proposed widening and improvement of Cherry Heights Road from West 10th St. southwesterly 430'.
87-69	8/3/87	Agreement between the City and Fred A. Schenk 1987 Weed Abatement Project.
87-70	8/3/87	Agreement between the City and Wasco County Library and Fort Vancouver Regional Library.
87-71	8/3/87	Intention to improve Oregon Street from E. 16th Street to E. 19th St.
87-72	8/17/87	Personal Services Contract with Shannon & Wilson concerning the installation and effectiveness of a well field to produce ground water lowering and improve stability to the Kelly Avenue Landslide.

RESOLUTION NO. 87 - 81

A RESOLUTION AUTHORIZING OFFICERS TO ACT

WHEREAS, the City of The Dalles has heretofore requested proposals for survey crews and design work, preparation of contract documents, assistance in advertising and awarding the contract, and performance of contract inspection concerning the Webber Street project from West Second Street northerly 1500 feet; and

WHEREAS, the City of The Dalles has selected the proposal submitted by Tenneson Engineering dated July 22, 1987, offering to undertake the above work required;

WHEREAS, the City Council deems it necessary and desirable in the public interest to enter into a Personal Services Contract to procure the professional services of Tenneson Engineering; and

WHEREAS, on August 17, 1987, the City Council authorized the Mayor to sign the Personal Services Contract with Tenneson Engineering but that there have since been changes made in the contract with Tenneson Engineering;

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

Section 1. Contract Approved.

The execution of the revised Personal Services Contract, a copy of which is attached hereto and made a part hereof, is hereby authorized by the City of The Dalles.

Section 2. Officers to Act.

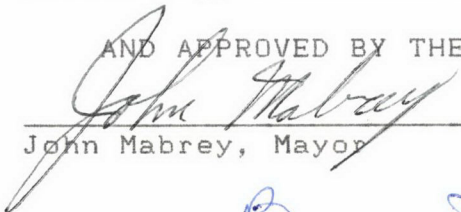
The Mayor, City Clerk and such other officers and employees of the City of The Dalles are hereby authorized and instructed to execute the Agreement on behalf of the City and to do such other acts as are necessary and proper.



DONE AND DATED THIS 8TH DAY OF SEPTEMBER, 1987.

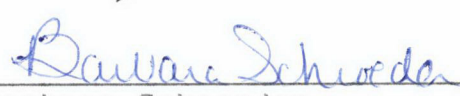
Voting Yes, Councilmembers:	<u>CLARK, PHILLIPS, SMITH, WOODS AND PROBSTFIELD</u>
Voting No, Councilmembers:	<u>NONE</u>
Absent, Councilmembers:	<u>NONE</u>
Abstaining, Councilmembers:	<u>NONE</u>

AND APPROVED BY THE MAYOR THIS 8TH DAY OF SEPTEMBER, 1987.



John Mabrey, Mayor

ATTEST:



Barbara Schroeder
City Clerk/Treasurer

A RESOLUTION AUTHORIZING OFFICERS TO ACT

WHEREAS, Richard Miller and Karen Miller and Robert Hill and Sally Hill are in the process of granting a license to Charles Langley for the use of two designated parking spaces in compliance of the City Zoning Ordinance requiring a certain number of parking spaces within 150 feet of Mr. Langley's proposed bed and breakfast business at the southwest corner of West Fourth and Liberty Streets, and

WHEREAS, the City Council wishes to grant approval of the parking requirement for the above mentioned business based upon the continuation of said license agreement;

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

Section 1: Land Use Requirement Agreement.

The execution of the Land Use Requirement Agreement approving parking requirements for a bed and breakfast business owned by Charles Langley and located at the southwest corner of West Fourth and Liberty Streets based on the continuation of the above mentioned license, is hereby approved by the City of The Dalles.

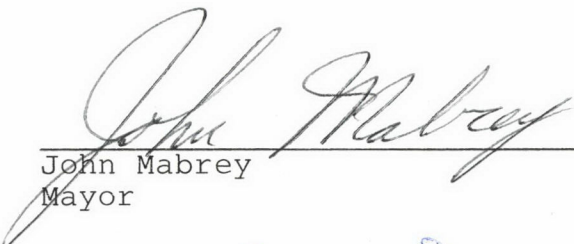
Section 2. Officers to Act.

The Mayor, City Clerk and such other officers and employees of the City of The Dalles are hereby authorized and instructed to execute the Land Use Requirement Agreement on behalf of the City of The Dalles and to do such other acts as are necessary and proper.

DONE AND DATED THIS 8TH DAY OF SEPTEMBER, 1987.


Voting Yes, Councilmembers: CLARK, PHILLIPS, WOODS, PROBSTFIELD AND SMITH
Voting No, Councilmembers: NONE
Absent, Councilmembers: NONE
Abstaining, Councilmembers: NONE

AND APPROVED BY THE MAYOR THIS 8TH DAY OF SEPTEMBER, 1987.



John Mabrey
Mayor

ATTEST:



Barbara Schroeder
City Clerk/Treasurer



CITY of THE DALLES

313 COURT STREET

THE DALLES, OREGON 97058

To: Honorable Mayor and City Council

From: Jack Lesch, Planning Director

Jack

Date: August 28, 1987

Subject: Off-Street Parking Agreement

The attached agreement between the City and Chuck Langley is to satisfy off-street parking requirements for a proposed bed and breakfast at the southwest corner of West Fourth and Liberty Streets (six spaces are needed). The proposed bed and breakfast location has deficient off-street parking; however, the Zoning Ordinance permits use of adjacent lots within 150 feet. The property owners of the building at the northeast corner of the intersection (East Cascade Physical Therapy) have signed an agreement which provides for use of their parking lot for two vehicles. This parking lot has more parking space than is required by the Zoning Ordinance.

Approval of the parking agreement is recommended.

LAND USE REQUIREMENT AGREEMENT

This Agreement is between Charles Langley who proposes a bed and breakfast establishment at 200 West Fourth Street, The Dalles, hereinafter called "Licensee," and the City of The Dalles, a municipal corporation of the State of Oregon hereinafter called "City."

The City agrees to grant approval of parking requirements for the site of the above-mentioned business premises conditioned upon the continuing existence of the license granted herein above for the use of a minimum of two parking spaces on the premises more particularly described in Exhibit A attached hereto. The City's approval shall terminate in the event that the license provided for herein above is terminated and the Licensee fails to make other suitable arrangements for the provision of the minimum number of parking spaces required. In the event of the termination of the City's approval, Licensee hereby agrees at the time of said termination that he will voluntarily and without claim for compensation, reduce his occupancy of his premises to conform to the City's parking standards existing at the time of termination, whichever permits the greatest use of the premises by Licensee.

Dated this 8th day of September, 1987.

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

By

John Mabrey
John Mabrey, Mayor

PAGE 1 of 2

ATTEST:

Barbara Schroeder
Barbara Schroeder
City Clerk/Treasurer

Charles Langley
Charles Langley, LICENSEE

STATE OF OREGON)
 : ss.
County of Wasco)

The foregoing instrument was acknowledged before me
this 17th day of Sept., 1987.

Kristy K. Busick
Notary Public for Oregon
My Commission Expires: 6-14-91

EXHIBIT "A"

Beginning at the southwest corner of Block C, Trevitt's Addition to Dalles City; thence easterly along the northerly line of Fourth Street, 84 feet; thence northerly parallel to the east line of Liberty Street, 100 feet to south line of alley; thence westerly along the south line of said alley, 84 feet to the easterly line of Liberty Street; thence southerly 100 feet to the place of beginning, all in Dalles City, Wasco County, State of Oregon.

AGREEMENT AND LICENSE TO USE REAL PROPERTY

This Agreement is made this 9th day of September, 1987, between Richard A. Miller, Karen J. Miller, Robert A. Hill, and Sara E. Hill, hereinafter referred to as "Licensors," and Charles J. Langley, hereinafter referred to as "Licensee."

RECITALS

Licensors own a business located across East Fourth and Liberty Street from Licensee's proposed bed and breakfast business. Licensors occupy with their business real property more particularly described in Exhibit A attached hereto, which business is known as East Cascade Physical Therapy. Licensee intends to operate his business on premises more particularly described in Exhibit B, attached hereto.

City land use standards require more parking than can be accommodated on the land purchased by Licensee. The land occupied by Licensors, more particularly described in Exhibit A, has more parking space than is required by the City of The Dalles and Licensors are willing to allow the use of a portion of the space by Licensee sufficient to support the use Licensee proposes to make of his premises.

In consideration of the mutual promises and the benefits to be derived by each of the parties hereto, it is agreed as follows:

Licensors hereby grant a revocable license to Licensee to use two designated parking spaces located on Licensors premises, more particularly described in Exhibit A. Licensors may from time to time reassign said two parking spaces, but at all times, Licensors will

provide at least two parking spaces for the use of Licensee. This license may be terminated at any time by Licensors upon thirty (30) days' written notice to Licensee. Licensors agree that this license shall be binding upon their heirs, successors and assigns and shall run with the land.

Licensors are not responsible for damage/theft of vehicles belonging to guests of the Licensee.

Richard A. Miller
Richard A. Miller, Licensors

Charles J. Langley
Charles J. Langley, Licensee

Karen J. Miller
Karen J. Miller, Licensors

Robert A. Hill
Robert A. Hill, Licensors

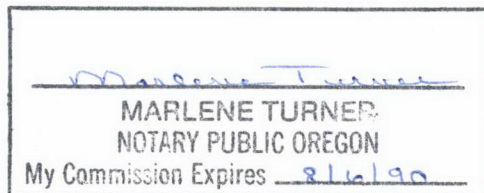
Sara E. Hill
Sara E. Hill, Licensors

STATE OF OREGON)
 : ss.
County of Wasco)

Personally appeared the above named Richard A. Miller and acknowledged the foregoing instrument to be his voluntary act and deed.

Dated this 15th day of September, 1987.

Before me:



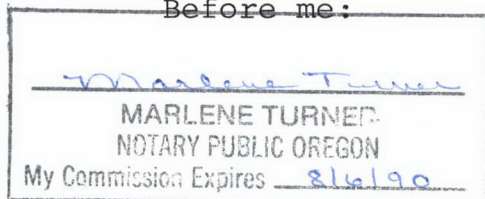
Marlene Turner
Notary Public for Oregon
My Commission Expires: 8/6/90

STATE OF OREGON)
 : ss.
County of Wasco)

Personally appeared the above named Karen J. Miller and
acknowledged the foregoing instrument to be her voluntary act
and deed.

Dated this 15 day of September, 1987.

Before me:



Marlene Turner
Notary Public for Oregon
My Commission Expires: 8/6/90

STATE OF OREGON)
 : ss.
County of Wasco)

Personally appeared the above named Robert A. Hill and
acknowledged the foregoing instrument to be his voluntary act
and deed.

Dated this 25th day of September, 1987.

Before me:

Deloris L. Schadt
Notary Public for Oregon
My Commission Expires: 5-1-88

STATE OF OREGON)
 : ss.
County of Wasco)

Personally appeared the above named Sara E. Hill and
acknowledged the foregoing instrument to be her voluntary
act and deed.

Dated this 25th day of September, 1987.

Before me:

Deloris L. Schadt
Notary Public for Oregon
My Commission Expires: 5-1-88

STATE OF OREGON)
 : ss.
County of Wasco)

Personally appeared the above named Charles J. Langley and
acknowledged the foregoing instrument to be his voluntary act
and deed.

Dated this 9th day of Sept., 1987.

Before me:

Kristy K. Busick
Notary Public for Oregon
My Commission Expires: 6-14-91

EXHIBIT "B"

North 120 feet of Lots 1 and 2, Block 3,
TREVITT'S ADDITION TO DALLES CITY,
in City of The Dalles, County of Wasco and State of Oregon.

EXHIBIT "A"

Beginning at the southwest corner of Block C, Trevitt's Addition to Dalles City; thence easterly along the northerly line of Fourth Street, 84 feet; thence northerly parallel to the east line of Liberty Street, 100 feet to south line of alley; thence westerly along the south line of said alley, 84 feet to the easterly line of Liberty Street; thence southerly 100 feet to the place of beginning, all in Dalles City, Wasco County, State of Oregon.

RESOLUTION NO. 87 - 79

A RESOLUTION AUTHORIZING OFFICERS TO ACT

WHEREAS, the Windy River Gleaners, Inc., a nonprofit corporation, desire to enter into a lease with the City of The Dalles to lease the premises known as the Gitchell Building; and

WHEREAS, the Windy River Gleaners, Inc., is an organization designed to help the elderly, handicapped, and low income families; and

WHEREAS, the City Council of the City of The Dalles deems it to be in the best interest of the citizens of the City of The Dalles to enter into said lease;

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

Section 1: Lease Approved.

The Lease between the City of The Dalles and the Windy River Gleaners, Inc., a copy of which is attached hereto and by this reference made a part hereof, is hereby approved by the City of The Dalles.

Section 2: Officers to Act.


The Mayor, City Clerk, and such other officers and employees of the City of The Dalles are hereby authorized to execute the Lease on behalf of the City of The Dalles and to do such other acts as are necessary and proper.


DONE AND DATED THIS 8TH DAY OF SEPTEMBER, 1987.

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



AND APPROVED BY THE MAYOR THIS 8TH DAY OF SEPTEMBER, 1987.


John Mabrey
Mayor

ATTEST: 
Barbara Schroeder
City Clerk/Treasurer

LEASE

This lease made and entered into by and between the City of The Dalles, a municipal corporation of the State of Oregon, hereinafter referred to as "LESSOR," and Windy River Gleaners, Inc., an Oregon nonprofit corporation hereinafter referred to as "LESSEE."

WITNESSETH:

That for and in consideration of rent to be paid and covenants and provisions hereof to be fulfilled, Lessors demise and let to Lessee and Lessee hires and rents from Lessor the following described real property situated in the City of The Dalles, Wasco County, Oregon:

Premises known as the Gitchell building consisting of a wood and masonry two story commercial building with a basement and sub-basement, located at 223 East First Street, The Dalles, Oregon.

TERM: This lease shall operate and be effective for a period of ten years commencing on the first day of September, 1987, and terminating on the last day of August, 1997, unless sooner terminated by law or according to the provisions of this lease agreement.

RENTAL: Lessee agrees to pay Lessor the sum of one dollar per year. Receipt of the first year's rent is hereby acknowledged. A like yearly payment of one dollar shall be made on or before the first day of September, 1988, and the first day of September in each succeeding year until termination of the lease. As further rent, Lessee agrees to undertake and complete a program to refurbish, restore and remodel the interior of the building as follows:

FIRST PHASE:

1. Clean up and remove debris from entire interior;
2. Replace and secure windows on the lower floor and replace or board up the windows on the upper floors as necessary;
3. Make north doors functional;
4. Place door on bathroom on lower floor;
5. Hook up sink on lower floor.

SECOND PHASE

1. Install a partition wall on lower floor to provide office area;
2. Provide a safety rail around trap door into the basement. Until such safety rail is installed, Lessee shall not utilize the basement.

THIRD PHASE:

1. Install cold storage area on lower floor.
2. Replace any windows previously boarded up under Phase One.

The First Phase shall be completed prior to occupancy but in any event not later than December 1, 1987. The Second Phase shall be completed by February 29, 1988, and the Third Phase shall be completed within six months of the date of approval of the plans and specifications by the City Building Official and City Fire Marshal. Provided, however, any windows required to be replaced as part of the Third Phase shall be replaced in any event not later than September 1, 1989. Further phases involving additional uses of the leased premises shall be presented to the City Council and approved, approved with restrictions or disapproved by resolution as the City Council desires. If approved or approved with restrictions, the resolution shall set out a time line for accomplishing any required

refurbishing, restoring and remodeling.

All refurbishing, restoration and remodeling shall comply with building, structural, fire and life safety codes adopted by the City of The Dalles, Wasco County, or the State of Oregon and shall be accomplished in accordance with plans and specifications submitted to and approved by the City Building Official in advance of commencing work. Any work on the building exterior shall comply with City, State and Federal laws and regulations concerning historic buildings. Lessee may at Lessee's sole option complete work at a rate faster than that required by this lease. Completion of work at a rate faster than required shall be deemed to be for the sole benefit and convenience of the Lessee in use of the building and shall not entitle Lessee to compensation from Lessor in the event of termination of this lease prior to the date of expiration set forth in the clause entitled "TERM" above.

USE OF PREMISES: Lessee is a nonprofit charitable organization. Lessee may use the premises for food storage, meetings, offices, socials and fund raising events. No profit from any activity conducted upon the premises shall inure to any private person. Lessee shall notify the City Council in writing 30 days prior to conducting any event or fund raising activity upon the premises for which admission is charged or to which the public is invited. No such activity shall be conducted without the advance approval of the Fire Marshal. Lessee agrees to make no unlawful, improper or offensive use of the premises or to use the premises in any manner or for any purpose which would increase fire hazard to the building to the extent that fire insurance rates on the leased premises would increase, or which would prevent Lessors from taking advantage of any rulings of the Oregon Fire Insurance Bureau.

NONDISCRIMINATION: Lessees agree as a condition of this lease that Lessees will not discriminate against any person in its use of the premises by reason of that person's race, color, religion, national origin or sex. Violation of this condition shall be grounds for immediate default termination of this lease.

MAINTENANCE AND REPAIR: Lessee agrees upon termination of this lease to surrender the premises clean and in a good state of repair. All maintenance and repair of the leased premises except for major structural repair to the roof and outside walls of the building shall be performed by Lessee at Lessee's expense, provided that if any maintenance or repair is required to be made to the premises due to the cause of Lessee, its agents, employees, servants, contractors, business visitors or invitees, such repair or maintenance including those that would otherwise be performed by Lessor shall be performed by Lessee at Lessee's expense. Lessee agrees to keep the premises in a neat, clean and proper condition and in a good state of maintenance and repair at all times. All construction and demolition debris shall be removed by Lessee as soon as practicable and in no circumstances shall it be allowed to accumulate so as to become a fire hazard. All windows broken on the leased premises shall be repaired immediately by Lessee with glass and workmanship of as good or better kind and quality as that used in the remainder of the building at Lessee's expense. Lessee shall make no changes to the structure or to bearing walls which will weaken the building structure or increase the hazard of fire. Lessee shall conform with all state laws, city ordinances, regulations and rules of all political subdivisions, commissions, boards and agencies having authority over the premises in regard to safety, sanitation, fire protection and building requirements.

UTILITIES: Lessee shall furnish and supply at its expense all utilities and services of every kind and nature including but not limited to light, electricity, power, water, heat, sewer, waste disposal and plumbing and wiring maintenance at no expense to Lessors.

LIENS NOT PERMITTED DURING LEASE TERM: Lessee shall not cause, suffer or permit any lien for labor or materials to attach to the premises, any improvements on the premises or any part of the premises. Lessee shall promptly pay any and all debts for labor and/or materials. In the event Lessee hires contractors to perform work associated with refurbishing, remodeling or renovating the premises, Lessee shall require the contractor to furnish bonds with good and sufficient sureties to guarantee payment of laborers and material men. Bonds furnished shall include subcontractor unless the subcontractor furnishes bonds independently. Lessee agrees to pay promptly for labor and materials furnished to the premises.

ASSIGNING, SELLING, OR SUBLETTING: Lessee shall not assign, sell or transfer its interest in this lease or sublet any part of the premises without first having obtained the express written consent of the Lessor. In the event Lessee shall attempt to assign, sell or transfer its interest in the lease or any part thereof without having first obtained the written consent of Lessor, this lease shall be null and void and Lessor shall have the immediate right to enter and take possession of the property.

PORTIONS OF THE PREMISES RESERVED TO LESSOR OR TO BE USED BY OTHERS: Lessee shall permit Lessor to use up to 25 percent of the floor space of the building for records and property storage. Lessee and Lessor shall designate the areas to be used by agreement. Lessor shall at its own expense protect and relocate its records and

property as required by Lessee to accommodate Lessee's renovation, repair and refurbishing of the building.

PERSONAL INJURY AND PROPERTY DAMAGE: Lessee shall and does hereby by its own assets and insurance agree to indemnify and hold harmless Lessor from any and all personal injury, including death and/or property damage claims or personal injury suits, actions or claims which accrue to any person, firm or corporation by reason of any injury or damage suffered while on the premises leased or for damage or injury to any person or property on adjacent premises, street, sidewalk, railroad or public way caused by any condition on the leased premises or which is caused by an act or omission of Lessee, its agents, servants, employees, contractors, clients, business visitors, invitees or others suffered to be upon the premises by Lessee.

INSURANCE: Lessee shall maintain in force a policy of liability insurance upon the premises naming Lessor as an additional insured. The terms of such policy shall provide ten days notice to Lessor prior to cancellation and shall provide at least the following coverages:

\$500,000 Each occurrence for death or personal injury;

\$200,000 Each person for death or personal injury;

\$ 50,000 Each occurrence for property damage.

A copy of the policy and a certificate showing coverages shall be presented to the City Attorney for approval, which approval may be withheld in the event that either the policy or the carrier are unsatisfactory to the City Attorney. Failure of the Lessee to maintain insurance coverage shall be considered a breach of the lease. Insurance coverage shall be increased in the event that either legislative enactments or court decisions cause an increase in

PAGE 6 of 9 - LEASE

the Lessor's minimum liability exposure for tort claims. In no case shall insurance in force be less than the maximum exposure of the City for tort claims.

ACCESS TO PREMISES, LESSEE NOT TO COMMIT WASTE: Lessor and Lessor's agents shall have free access to the premises at all times for the purposes of examining and inspecting them to ascertain whether the covenants and agreements contained in this lease are being performed by Lessee.

Lessee shall not commit waste and shall not suffer or permit any person to commit waste upon the property of Lessor.

REMOVAL OF FIXTURES, FURNITURE AND EQUIPMENT: Upon termination of this lease, Lessee shall remove all equipment, furniture and property owned by Lessee which has not become attached to the real property let herein. In the event Lessee removes any property which Lessee is entitled to remove and by such removal causes damage or injury to the premises, Lessee agrees to repair the damage or injury to the premises immediately at Lessee's expense. The provisions of this paragraph shall not be read to extend the term of the lease. Removal of Lessee's property shall be complete on or before the termination date of the lease. Any property of the Lessee remaining upon the premises without Lessor's expressed permission in writing shall become property of Lessor upon termination of the lease or shall be disposed of by Lessor at Lessee's expense.

SIGNS AND ADVERTISING: The premises hired have been designated a historic building. Lessee agrees and covenants that it will comply with all ordinances, regulations and statutes governing changes to the exterior appearance of the building. Lessee agrees to erect no advertising signs without having obtained all necessary permits. Lessee shall not erect or allow erection of any sign advertising any

commercial business, service or product and shall not suffer or permit any other person to do so without obtaining Lessor's permission in advance. Lessee shall not display or allow others to display any political advertising in or upon the building. This provision shall not apply to the posting of notices of meetings and speakers on bulletin boards erected for that purpose in the building by Lessee.

TERMINATION PRIOR TO EXPIRATION: Lessee shall have the right to terminate this lease at any time after September 1, 1988, upon giving 60 days written notice to Lessor. Lessor shall have the right to terminate this lease at any time upon giving ten days notice in writing to Lessee.

DEFAULT TERMINATION: None of the rent provided for above nor any part thereof shall be in arrears or unpaid on the date due, nor shall Lessee be in default of any of the covenants contained herein. In the event of default by Lessee, Lessor may enter upon the premises and repossess them fully and completely. The time of payment of rent and the exact performance of conditions are declared to be of the essence of this lease. In case of a breach or default of Lessee, Lessor may elect to use the remedy of repossession provided herein in addition to any other remedy provided by law or in equity. In the event that Lessor determines it to be necessary to desirable to institute or join any suit or action to protect or enforce its interest in this lease or any provision thereof, or to effect a re-entry of the premises, Lessee does agree and covenant to pay all costs and fees incurred by Lessor and its expenses in any such suit or action. Lessee agrees that on the date of expiration or termination of this lease, Lessee will peaceably and quietly yield,

PAGE 8 OF 9 - LEASE

surrender and leave the premises in a condition of repair and cleanliness.

SAVINGS: In the event that any part of this lease or its application shall be determined to be invalid by a court of competent jurisdiction, such finding shall have no effect upon the remainder of this lease.

IN WITNESS WHEREOF, the parties have executed this lease this _____ day of _____, 1987.

CITY OF THE DALLES, a municipal corporation of the State of Oregon

BY: _____
John Mabrey
Mayor

ATTEST: _____
Barbara Schroeder
City Clerk/Treasurer

WINDY RIVER GLEANERS, INC., an Oregon nonprofit corporation

BY: _____
Title:

RESOLUTION NO. 87 - 78

A RESOLUTION AUTHORIZING OFFICERS TO ACT

WHEREAS, the City of The Dalles and Port of The Dalles need to make a Joint Application for Permit to the U.S. Army Corps of Engineers to construct improvements at the Boat Basin Boat Ramp, so that The Dalles Fire Department apparatus can test the fire pumps under specified conditions, and which improvements will also provide an area for handicap fishing access; and

WHEREAS, the City Council of the City of The Dalles deems it in the best interest of the citizens of the City of The Dalles to make the Joint Application for Permit to the U.S. Army Corps of Engineers;

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

Section 1: Application Approved.

The Joint Application for Permit, a copy of which is attached hereto and by this reference made a part hereof, is hereby approved by the City of The Dalles.

Section 2: Officers to Act.

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

DONE AND DATED THIS 8TH DAY OF SEPTEMBER, 1987.

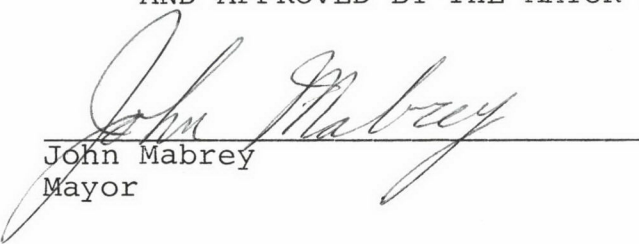
Voting Yes, Councilmembers: CLARK, PHILLIPS, SMITH, PROBSTFIELD AND WOODS

Voting No, Councilmembers: NONE

Absent, Councilmembers: NONE


Abstaining, Councilmembers: NONE

AND APPROVED BY THE MAYOR THIS 8TH DAY OF SEPTEMBER, 1987.



John Mabrey
Mayor

ATTEST:



Barbara Schroeder
City Clerk/Treasurer

District Engineer
Portland District, Corps of Engineers
P. O. Box 2946
Portland, Oregon 97208
Phone: (503) 221-6995

Oregon Division of State Lands
1600 State Street
Salem, Oregon 97310
Phone: (503) 378-3059

Dear Applicant:

Attached are: Joint Application for Permit, sample drawings, Application Checklist, and Helpful Information.

Prior to performing dredging or filling in any waters in the State of Oregon, you may be required to obtain a permit from the Oregon Division of State Lands and/or the U.S. Army Corps of Engineers. The Corps of Engineers also requires that you obtain a permit prior to constructing any structure in navigable waters of the United States and/or for transportation of dredged or fill material for disposal in ocean waters. Accordingly, the Joint Application should be completed and copies sent to the agencies shown above.

Upon receipt of your completed application, the Division of State Lands and the Corps of Engineers will review it for completeness, and will request additional information if needed. You will also be informed of fee requirements. If you need information or assistance regarding the application, you are encouraged to contact the Division of State Lands or the Corps of Engineers.

Cities and/or counties also have permitting authority. Therefore, you should start your permit processing at the city or county level at the same time you apply for the Federal and State permits.

This form letter was prepared jointly by Portland District, Corps of Engineers, and Oregon Division of State Lands staff personnel.

4 Incl

1. Joint Appl for Permit
2. Sample drawings (2)
3. Application Checklist
4. Helpful Information

SHEET 1 OF 1 AUGUST 25, 1987

JOINT APPLICATION FOR PERMIT

U.S. ARMY CORPS OF ENGINEERS STATE OF OREGON, DIVISION OF STATE LANDS

WHEREAS Department of the Army permits for proposed work in or affecting navigable waters of the United States, the discharge of dredged or fill material into those waters, and the transport of dredged material for the purpose of dumping it into ocean waters are authorized by Section 10 of the River and Harbor Act of 1899, Section 404 of the Clean Water Act of 1977, and Section 103 of the Marine Protection Research and Sanctuaries Act of 1972, respectively, ---AND---permits for that part of those project activities which includes the removal or fill in the waterways of Oregon of rock, gravel, silt, and clay are authorized by the State of Oregon under O.R.S. 541.605 to 541.695---THIS APPLICATION WILL MEET THE REQUIREMENTS OF BOTH AGENCIES.

For Agency Use Only	Corps of Engineers # _____	For Agency Use Only	State of Oregon # _____
	_____		_____
	Date received _____		Date received _____

Name of Waterway COLUMBIA River Mile 190 Local Name BOAT BASIN BOAT RAMP

Section _____ Township _____ Range _____
Estimated Starting Date of Project 3-87 Estimated Completion Date of Project 3-88

NAME OF APPLICANT <u>CITY OF THE DALLES</u>	AUTHORIZED AGENT <u>JOHN MABREY, MAYOR</u>
Address <u>313 COURT STREET</u>	Address <u>313 COURT STREET</u>
City, State, Zip Code <u>THE DALLES OR 97058</u>	City, State, Zip Code <u>THE DALLES, OR 97058</u>
Phone: Work <u>(503) 296-5481</u> Home <u>(503) 296-5481</u>	Phone: Work <u>(503) 296-5481</u> Home <u>(503) 296-5481</u>

PROJECT SUPERVISOR ROD MCKEE, CITY ENGINEER Phone: Work (503) 296-5401 Home (503) 296-5401

PROPERTY OWNER IF OTHER THAN APPLICANT <u>PORT OF THE DALLES</u>	PROJECT ADDRESS <u>BOAT BASIN BOAT RAMP</u>
Address <u>3636 Klindt Road</u>	City, County, State <u>THE DALLES, WASCO, OR 97058</u>
City, State, Zip Code <u>The Dalles, OR 97058</u>	Assessor's Records-- Shown on Map # <u>IN 13 3</u> Tax Lot # <u>300</u>
Phone: Work <u>(503) 298-4148</u> Home <u>(503) 298-4148</u>	Name of Subdivision <u>NA</u> Lot _____ Block _____

In order to expedite the processing of this application, the following city and/or county department, which has local jurisdiction over the proposed project, has been contacted:

Name of Department: PORT OF THE DALLES
Address: 3636 Klindt Rd., The Dalles, OR 97058
Phone Number: (503) 298-4148

APPROVALS OR CERTIFICATIONS applied for or already obtained from other agencies (Federal, interstate, state, county, city, area) for any of the proposed projects described in this application:

Issuing Agency	Type of Approval	Identification #	Date of Application	Date of Approval
PORT OF THE DALLES	LETTER	NA	NA	8-26-87

Has any agency denied approval for the activity described herein or for any other activity directly related to it?
☐ Yes ☒ No If yes, please explain in Remarks.

ADJOINING PROPERTY ON THE WATERWAY: Give names, addresses, and phone numbers of owners and/or occupants.

PORT OF THE DALLES

PLEASE EXPLAIN IN DETAIL your plans to restore the area to its natural condition.

THE EXISTING BREAKWATER CONSISTS OF A EARTH FILL WITH ROCK RIP RAP PROTECTION. THE BREAKWATER SIZE WILL BE EXPANDED TO ACCOMADATE THE ACCESS ROAD AND THE FACE OF THE EMBANKMENT WILL BE PROTECTED BY RIP RAP.

INFORMATION FOR FILL OR REMOVAL:

FILL WILL INVOLVE 1500 cubic yards annually, and 1500 cubic yards for the total project.

☒ Riprap ☒ Rock ☐ Gravel ☒ Sand ☒ Silt ☐ Clay ☐ Organic

REMOVAL WILL INVOLVE _____ cubic yards annually, and _____ cubic yards for the total project.

☐ Rock ☐ Gravel ☐ Sand ☐ Silt ☐ Clay

DESCRIBE IN DETAIL THE PROPOSED ACTIVITY---its primary purpose and secondary purpose, if any,---intended use (private, public, commercial)---type of structures and use---type of vessels using facility---facilities for handling wastes---type of conveyance and manner of extraction of any fill or removal---the quantity and composition of, and the source and disposal sites for any fill or removal. (If additional space is needed, use plain sheet of paper.)

THE PRIMARY PURPOSE OF THIS ACTIVITY IS TO PROVIDE FOR A LEVEL AREA ADJACENT TO THE BONNEVILLE POOL SO THAT CITY OF THE DALLES FIRE DEPARTMENT APPARATUS CAN TEST THE FIRE PUMPS UNDER SPECIFIED CONDITIONS. THE SECONDARY BENEFIT WILL BE TO PROVIDE A LEVEL AREA WHICH COULD BE UTILIZED FOR HANDICAP FISHING ACCESS. THE INTENDED USE IS PUBLIC WITH ACCESS LIMITED TO PEDESTRIAN ONLY. THE FACILITY WOULD INCLUDE THE CONSTRUCTION OF A 16' ACCESS RAMP AND LEVEL PARKING AREA WITH 2:1 SIDE SLOPES. THE FACE OF THE EMBANKMENT WILL BE PROTECTED WITH RIP RAP. THE FILL SOURCE WILL BE FROM NUMEROUS CITY PUBLIC WORKS ACTIVITIES AND BE NON ORGANIC AND NON CONTAMINATED.

Application is hereby made for a permit or permits to authorize the activities described herein. I certify that I am familiar with the information contained in this application, and that, to the best of my knowledge and belief, such information is true, complete, and accurate. I further certify that I possess the authority to undertake the proposed activities.

ATTEST:

X Barbara Schroeder
Barbara Schroeder, Clerk/Treas.

X

John Mabrey
John Mabrey, Mayor

Signature of Applicant or Authorized Agent

18 USC 1001 provides in part: "Whoever, in any manner within the jurisdiction of any department . . . of the United States knowingly and willfully falsifies . . . a material fact or makes any false . . . statement or . . . uses any false . . . document . . . shall be fined not more than \$10,000 or imprisoned not more than five years, or both."

RESOLUTION NO. 87 - 77

A RESOLUTION AUTHORIZING OFFICERS TO ACT

WHEREAS, John Skirving, MD, owns property located within the boundaries of The Dalles Municipal Watershed; and

WHEREAS, it would be mutually beneficial to enter into a Cooperative Land Use Agreement with Dr. Skirving; and

WHEREAS, the City Council deems it to be in the best interest of the citizens of the City of The Dalles to enter into such an agreement;

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

Section 1: Cooperative Land Use Agreement Approved.

The Cooperative Land Use Agreement between the City of The Dalles and John Skirving, MD, a copy of which is attached hereto and by this reference made a part hereof, is hereby approved by the City of The Dalles.

Section 2: Officers to Act.

The Mayor, City Clerk, and such other officers and employees of the City of The Dalles are hereby authorized to execute the Agreement on behalf of the City of The Dalles and to do such other acts as are necessary and proper.

DONE AND DATED THIS 8TH DAY OF SEPTEMBER, 1987.

Voting Yes, Councilmembers: CLARK, PHILLIPS, PROBSTFIELD, WOODS AND SMITH

Voting No, Councilmembers: NONE

Absent, Councilmembers: NONE


Abstaining, Councilmembers: NONE



AND APPROVED BY THE MAYOR THIS 8TH DAY OF SEPTEMBER, 1987.



John Mabrey
Mayor

ATTEST: 

Barbara Schroeder
City Clerk/Treasurer

COOPERATIVE LAND USE AGREEMENT

AGREEMENT made this 8th day of September, 1987, by the CITY OF THE DALLES, a municipal corporation of the State of Oregon, hereinafter called "City" and JOHN SKIRVING RANCH, a Wasco County, Oregon, business, hereinafter called "Owner."

IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, it is agreed by the City and the Owner as follows:

1. The Owner grants the City the right to enter upon Owner's lands which are a part of the natural drainage basin of the City's Municipal Watershed (Map marked Exhibit "A" showing the boundaries of said lands attached hereto and by this reference made a part hereof) comprising 40 acres more-or-less, for the purpose of land closure security enforcement to control access to the Owner's lands for the purpose of protecting the City's municipal water supply from pollution, to protect the lands from vandalism damage to the natural and man-made resource thereon, with the full right and authority to exclude from said lands and to prevent the entering thereon, of all persons other than the authorized agents, representatives, permittees and licensees of the City and the Owner, their successors and assigns. Any agents, representatives, permittees or licensees of the Owner shall not have the right to enter upon said lands unless such person has in his possession a permit signed and dated by the Owner, to be effective for a period of time stated therein.

Without limiting access to the lands by Owner or his permittees, Owner agrees that City, from the date hereof "occupies" said property within the definition of ORS 448.295 et. seq. (a copy of which is attached hereto, marked Exhibit "B," and by this reference made a part hereof) for the purposes of maintaining the purity of the water resources thereon and enforcing its City ordinances against entry of or pollution on said lands. The Owner agrees that there will be NO domestic cattle grazing permitted to occur on these lands within the natural drainage basins above the Wicks Treatment Plant Intake Structure and that this cattle control will be effected by the Owners construction and adequate maintenance of appropriate fencing installations.

2. The City agrees to permit the Owner to allow cattle grazing on City lands that lie OUTSIDE the natural drainage basins and below the Wicks Treatment Plant Intake Structure within the City's Municipal Watershed (Map marked Exhibit "A" showing the boundaries of said lands) comprising 190 acres more-or-less, and defined physically by perimeter fencing of City ownership. The Owner agrees that the accessible term for grazing is the months of July through December 15th of the calendar year and that by December 15th of a given year that ALL cattle will be removed from City lands subject to this agreement. The Owner agrees that the Director of Water Supply and Treatment for the City retains all authorities for land use decisions with regard to terms of cattle grazing access or removal from said lands as may be necessary to protect the natural ecosystem of soils and vegetation.

3. The City grants to the Owner, his representatives or authorized agents, full access rights to said City properties for the purpose of cattle control, fence maintenance and construction as may be necessary to effect the objectives of this agreement in protection of the City's water supply and security of all lands subject to this agreement. The City and the Owner agree to provide necessary "gates and gate locks" at appropriate entry points for access by either party and further to provide a key(s) as may be necessary to the enforcement of the definitions and terms of this agreement.

4. The Owner and the City agree that no PUBLIC ACCESS will be permitted on any of the lands subject to this agreement, and that no hunting, trapping, camping, or other public access on these properties will be permitted by either.

5. The Owner agrees that it is his responsibility to provide appropriate inspection and maintenance of all existing fence lines, gates, and appurtenances forming a boundary identifying all lands subject to this agreement and on which cattle are permitted grazing access. Such fence/gate inspection and maintenance shall occur on a minimum basis of twice annually, prior to grazing access and immediately thereafter. Notice of this activity shall be communicated appropriately to the City. All fences on City lands shall remain the property of the City. All fences on the Owner's lands shall remain the property of the Owner. The Owner further agrees to maintain appropriate vehicle access to lands subject to this agreement as may be necessary for cattle control and/or fence maintenance.

6. The Owner shall provide his own locks at all access gates and keys shall be issued by the Owner to his authorized representatives, agents, or designees for use ONLY in the Owner's locks. Keys for City locks shall be issued ONLY by the City.

7. The Owner grants to the City the right to apply to the lands covered by this agreement the same closure regulations as presently apply to the City's Municipal Watershed. These regulations are authorized under ORS 448.295 to 448.325 (Exhibit "B" attached hereto) and City of The Dalles Ordinance No. 749, a copy of which is attached hereto, marked Exhibit "C," and by this reference made a part hereof. The City agrees to prepare and post necessary closure signing on the perimeters of Owner's properties that are subject to this agreement. Signing will occur on the perimeters of Owner's properties and at appropriate road junctions providing access into lands subject to this agreement. The Owner further grants to the City the right to enter upon the described lands during the life of this agreement to patrol the lands against unauthorized entry thereon and use thereof, to post the necessary closure regulation signs and to maintain these signs.

8. The City and the Owner agree that they will not commit any waste or strip on said lands and will not cut, damage or destroy any timber, trees or forest growth thereon and will not damage or destroy any buildings or possessions of either party on said lands, and will not construct or cause to be constructed any fences, gates, buildings or other improvements which are not described in this agreement, without permission from the appropriate party of land ownership.

9. The City will indemnify and save harmless the Owner from and against any damages, cost or liability which the Owner may sustain or be put to by reasons of the failure of the City to keep and perform any covenant or agreement herein contained on its part to be performed.

10. The Owner will indemnify and save harmless the City from and against any damages, cost or liability which the City may sustain or be put to by reason of the failure of the Owner to keep and perform any covenant or agreement herein contained on its part to be performed.

11. This agreement shall take effect as of the date hereof and shall remain in full force and effect until December 31, 1987, and from year to year thereafter, until terminated at the end of any calendar year, by written notice of termination given by either party to the other not less than 60 days prior to the end of the calendar year.

12. The City and the Owner agree to participate in scheduled meetings or discussions to be held no less than annually for the purpose of evaluating the objectives of this agreement and consideration of any modifications that may be deemed necessary.

IN WITNESS WHEREOF, the parties have executed this agreement as
of the day and year first above written.

CITY OF THE DALLES, a municipal
corporation of the State of Oregon

BY: /s/
John Mabrey
Mayor

ATTEST: /s/
Barbara Schroeder
City Clerk/Treasurer

JOHN SKIRVING RANCH PROPERTIES

BY: /s/
John Skirving, MD, Owner

by tying the next annual funding to specific state production and by withholding of funds a possibility if continued unexplained failures occur but no sanction exists to interfere with other types of federal funding in this state.

(9) The Federal Government may seek to enforce the safe drinking water standards if this state fails to take timely compliance action against a public water system that violates such standards.

(10) Enforcement under subsection (9) of this section may be by injunctive relief or, in the case of wilful violation, civil penalties authorized by 42 U.S.C. 300g-3 (a) and (b). [1985 c.178 §1]

448.275 [1973 c.835 §173; repealed by 1981 c.749 §28]

448.277 Health Division as administrator. The Health Division is authorized to enter into an agreement with the Federal Government to administer the federal Safe Drinking Water Act in this state. The agreement is subject to the legislative assumption stated in ORS 448.273. The agreement shall remain in effect subject to annual renegotiation of the duties to be performed and the remuneration to be received by the division except that it may be canceled by the division, upon 90 days notice, if at any time the federal requirements exceed the amount of federal funding and the cancellation is approved by the legislative review agency as defined in ORS 291.371 (1). [1985 c.178 §2]

(Civil Penalties)

448.280 Civil penalties; notice. (1) In addition to any other penalty provided by law, any person who violates any rule of the division relating to the construction, operation or maintenance of a water system or part thereof shall incur a civil penalty not to exceed \$500 for each day of violation.

(2) No civil penalty prescribed under subsection (1) of this section shall be imposed until the person incurring the penalty has received five days' advance notice in writing from the division or unless the person incurring the penalty shall otherwise have received actual notice of the violation not less than five days prior to the violation for which a penalty is imposed. [1973 c.835 §174; 1975 c.254 §13; 1981 c.749 §19]

448.285 Penalty schedule; factors to be considered in imposing penalty. (1) The assistant director of the division shall adopt by rule a schedule or schedules establishing the amount of civil penalty that may be imposed for a particular violation. No civil penalty shall exceed \$500 per day.

(2) The assistant director may impose the penalty without hearing but only after the notice required by ORS 448.280 (2). In imposing a penalty pursuant to the schedule or schedules adopted pursuant to this section, the assistant director shall consider the following factors:

(a) The past history of the person incurring a penalty in taking all feasible steps or procedures necessary or appropriate to correct any violation.

(b) Any prior violations of statutes, rules, orders and permits pertaining to the water system.

(c) The economic and financial conditions of the person incurring the penalty.

(3) The penalty imposed under this section may be remitted or mitigated upon such terms and conditions as the division considers proper and consistent with the public health and safety. [1973 c.835 §175; 1975 c.254 §14; 1981 c.749 §20]

448.290 When penalty due; notice; hearing; order as judgment. (1) Any civil penalty imposed under ORS 448.285 shall become due and payable when the person incurring the penalty receives a notice in writing from the assistant director of the division. The notice shall be sent by registered or certified mail, shall conform to the requirements of ORS 183.415 and shall include a statement of the amount of the penalty.

(2) The person to whom the notice is addressed shall have 20 days from the date of mailing of the notice in which to make written application for a hearing before the division.

(3) All hearings shall be conducted pursuant to the provisions of ORS 183.310 to 183.550 applicable to a contested case.

(4) Unless the amount of the penalty is paid within 10 days after the order becomes final, the order shall constitute a judgment and may be filed in accordance with the provisions of ORS 18.320 to 18.370. Execution may be issued upon the order in the same manner as execution upon a judgment of a court of record.

(5) All amounts recovered under this section shall be paid into the State Treasury and credited to the General Fund. [1973 c.835 §176]

(Jurisdiction of Cities)

448.295 Jurisdiction of cities over property used for system or sources. Subject to the authority of the Health Division, for the purpose of protecting from pollution their domestic water supply sources, cities shall have jurisdiction over all property:

(1) Occupied by the distribution system or by the domestic water supply sources by and from which the city or any person or corporation provides water to the inhabitants of the city.

(2) Acquired, owned or occupied for the purpose of preserving or protecting the purity of the domestic water supply source.

(3) Acquired, owned or occupied by cities within the areas draining into the domestic water supply sources. [Formerly 449.305; 1983 c.740 §170]

448.300 City ordinance authority. Cities may prescribe by ordinance what acts constitute offenses against the purity of the water supply and the punishment or penalties therefor and may enforce those ordinances within their corporate limits and on property described in ORS 448.295. [Formerly 449.310]

448.305 Special ordinance authority of certain cities. (1) Subject to subsection (2) of this section, by ordinance a city may prohibit or restrict access for purposes of fishing, hunting, camping, hiking, picnicking, trapping of wild animals or birds, harvesting of timber or mining or removal of minerals or carrying on any other activity in its watershed area, or by ordinance may permit any such activity in its watershed area upon conditions specified in the ordinance. However, no ordinance passed under authority of this section shall prohibit the hunting or trapping of fur-bearing or predatory mammals doing damage to public or private property or prohibit the hunting or trapping of any bird or mammal for scientific purposes, as defined in ORS 497.298 (3).

(2) Subsection (1) of this section applies only to cities with respect to watershed areas which are the subject of an agreement between the city and the United States or any department or agency thereof, which agreement authorizes such action by the city.

(3) An ordinance adopted by any city pursuant to this section shall include a penalty clause providing for a penalty upon conviction of a fine of not more than \$100 or imprisonment for not more than 30 days, or both such fine and imprisonment.

(4) After adoption of an ordinance pursuant to subsection (1) of this section, a city shall post the area with suitable signs setting forth the prohibition of access or the conditions of limited access imposed by the ordinance. Failure to post the area as required in this subsection shall be a defense in any prosecution under an ordinance adopted by any city under authority of this section. [Formerly 449.327]

448.310 Investigation of complaints.

The officer in charge of the domestic water supply source or the community water supply system serving the city shall investigate complaints made concerning purity of the source or system and if the complaint appears to be well founded, file a complaint against the person violating ordinances of the city and cause arrest and prosecution. [Formerly 449.335]

448.315 Special police to enforce ORS 448.295. The mayor or authorities having control of the community water supply system supplying the city may appoint special policemen who:

(1) After taking oath, shall have the powers of constables.

(2) May arrest with or without warrant any person committing, within the territory described in ORS 448.295, for:

(a) Any offense against the purity of the domestic water supply source or the community water supply system under state law or an ordinance of such city; or

(b) Any violation of any rule of the division or the authorities having control of the city water system for the protection of the purity of the domestic water supply source or the community water supply system.

(3) May take any person arrested for any violation under this section before any court having jurisdiction thereof to be proceeded with according to law.

(4) When on duty, shall wear in plain view a badge or shield bearing the words "Special Police" and the name of the city for which appointed. [Formerly 449.315]

448.320 Jurisdiction over violations of city ordinances. The municipal or recorder's court of any city passing an ordinance under authority of ORS 448.300 or 448.305 and the justice of the peace court or district court of the county wherein such city is located or in which the watershed area is located shall have concurrent jurisdiction to try and determine any prosecution brought under such ordinance. If prosecution is had in a justice of the peace court or a district court, the court shall remit to the city, after deducting court costs, the amount of any fine collected, except as otherwise provided by ORS 46.045 (2). If a jail term is imposed, the convicted person shall be confined in the city jail or in the county jail and if confined in the county jail the county shall be entitled to recover from the city the actual costs of such incarceration. [Formerly 449.328]

448.325 Injunction to enforce city ordinances. In cases of violation of ordinance adopted under ORS 448.300 or 448.305 any city or any corporation owning a domestic water supply source or the community water supply system for the purpose of supplying any city or its inhabitants with water may have the nuisance enjoined by civil action in the circuit court of the proper county. The injunction may be perpetual. [Formerly 449.340]

(Water Pipes and Fittings)

448.330 Moratorium of pipe and fittings for potable water supply; acceptability criteria; exceptions. (1) The Assistant Director for Health may prohibit the sale of water pipe used to carry potable water and solders, fillers or brazing material used in making up joints and fittings in this state and the installation or use of water pipe used to carry potable water and solders, fillers or brazing material used in making up joints and fittings in any private or public potable water supply system or individual water user's lines until such time as the assistant director determines that adequate standards exist and are practiced in the manufacture of water pipe used to carry potable water and solders, fillers or brazing material used in making up joints and fittings to insure that the pipe and solder do not present a present or potential threat to the public health in this state.

(2) The Assistant Director for Health shall adopt, by rule, product acceptability criteria for water pipe used to carry potable water and solders, fillers or brazing material used in making up joints and fittings for water supply purposes which insure that the pipe and solder do not present a threat to the public health in this state. The Health Division shall be responsible for the monitoring of the sale and use of water pipe used to carry potable water and solders, fillers or brazing material used in making up joints and fittings for compliance with the product acceptability criteria. The Department of Commerce

shall cooperate with, and assist, the Health Division in its monitoring effort.

(3) No water pipe used to carry potable water or solders, fillers or brazing material used in making up joints and fittings which does not conform to the product acceptability criteria adopted under subsection (2) of this section shall be sold in this state or installed in any part of any public or private potable water supply system or individual water user's lines.

(4) Notwithstanding subsection (1) or (3) of this section, the Assistant Director for Health may grant exemptions from any prohibition of the sale or use of water pipe used to carry potable water for the emergency repair or replacement of any existing part of a water supply system, or for the necessary use by a well driller in the installation of a well. The assistant director may require any person using water pipe used to carry potable water under this subsection to notify the Health Division of the date and location of that use. [1979 c.535 §1]

PENALTIES

448.990 Penalties. (1) Violation of ORS 448.005 to 448.090 by any person, firm or corporation, whether acting as principal or agent, employer or employee, is punishable, upon conviction, by a fine of not less than \$25 nor more than \$500 or by imprisonment in the county jail not exceeding six months, or by both. Each day that the violation continues is a separate offense.

(2) Violation of any of the following is punishable as a Class A misdemeanor:

(a) Any rule of the Health Division adopted pursuant to ORS 448.115 to 448.330.

(b) Any order issued by the Health Division pursuant to ORS 448.175.

(c) ORS 448.265 or 448.315 (2)(a). [Amended by 1967 c.344 §8; subsections (2) to (5) enacted as 1973 c.835 §177; 1975 c.254 §18; part renumbered subsection (5) of 468.990; 1983 c.271 §4]

ORDINANCE NO. 749

AN ORDINANCE DEFINING CERTAIN AREAS IN THE DALLES CITY WATERSHED TO WHICH ACCESS IS PROHIBITED FOR CERTAIN PURPOSES, AND DEFINING CERTAIN AREAS IN THE DALLES CITY WATERSHED TO WHICH ACCESS IS PERMITTED FOR CERTAIN PURPOSES, AND DECLARING AN EMERGENCY.

The people of Dalles City do ordain as follows:

Section 1. The attached map of the Dalles City watershed is incorporated into this ordinance and by this reference made a part thereof. That part of the watershed area, which is bounded by a heavy black line, includes all of the lands described in the 1912 agreement between Dalles City and the United States Department of Agriculture. All lands privately owned within said area are so specified in white, and are not affected by the provisions of this ordinance.

Section 2. Access to the city watershed for the purposes of fishing, hunting, camping, hiking, picnicking, trapping of wild animals or birds and mining, prospecting or removal of minerals is prohibited on lands designated in green and blue in the black bordered area of the map attached to the original copy of this ordinance. No person shall cut or remove any plant, tree or forest product, living or dead, from such area without the written consent of the mayor and the approval of the city council, City of The Dalles. Provided no provision of this ordinance shall prohibit the United States, the State of Oregon, Wasco County or the City of The Dalles from conducting a bona fide program of animal or fishery enhancement or control upon such lands using paid government personnel or paid contractor personnel hired by the government, provided that entry shall be allowed only to such paid government employees or agents.

(Section 2 repealed and new section 2 added by General Ordinance No. 1024 passed February 16, 1982).

Replacement page

4/1/82

Section 3. The city manager is hereby authorized and directed to post the areas in which access for the above described purposes is prohibited, and to post the areas in which access for the above described purposes is permitted. Said posting shall be with suitable signs which shall recite the prohibition of access or the condition of access as herein contained.

Section 4. The foregoing regulations are adopted pursuant to the authority contained in Chapter 690, Oregon Laws 1957, as is the penalty hereinafter provided for. The recorder's court of Dalles City and the justice of the peace court of Wasco County having jurisdiction of the watershed area shall have concurrent jurisdiction to try and determine any prosecution brought under this ordinance, and if prosecution is had in the justice of the peace court of Wasco County said court shall remit to Dalles City, after deducting court costs, the amount of any fine collected. If a jail term is imposed, the convicted person shall be confined in the city jail or in the county jail and if confined in the county jail, Wasco County shall be entitled to recover from Dalles City the actual costs of such incarceration.

Section 5. Any person convicted of violating this ordinance shall be fined not to exceed \$100.00 or imprisoned not to exceed 30 days, or both fined and imprisoned.

Section 6. Inasmuch as there is an immediate need for definitive regulation of access to the Dalles City watershed because of the imminent hunting season, and in the interests of the peace, health and welfare of the citizens of Dalles City, an emergency is hereby declared to exist and this ordinance shall go into full force and effect immediately upon its passage and approval.

Passed this 9th day of September, 1957.

Approved by the mayor this 9th day of September, 1957.

(THE MAP OF THE DALLES CITY WATERSHED REFERRED
TO IN THIS ORDINANCE IS LOCATED IN THE OFFICE
OF THE CLERK/TREASURER OF THE CITY OF THE DALLES,
AND IS TOO LARGE TO REPRODUCE FOR ORDINANCE BOOKS.)

RESOLUTION NO. 87 - 76

A RESOLUTION AUTHORIZING OFFICERS TO ACT

WHEREAS, the Boards of Trustees of the Wasco Public Library and The Dalles-Wasco County Library have agreed that reciprocal use of library service between the two libraries may offer a convenient and desirable enhancement of service for the people they serve; and

WHEREAS, the City Council deems it necessary and desirable in the public interest to enter into a Memorandum of Understanding Concerning Reciprocal Use Between Wasco Public Library and The Dalles-Wasco County Library;

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

Section 1: Memorandum of Understanding Approved.

The execution of the Memorandum of Understanding Concerning Reciprocal Use Between Wasco Public Library and The Dalles-Wasco County Library, a copy of which is attached hereto and by this reference made a part hereof, is hereby approved by the City of The Dalles.

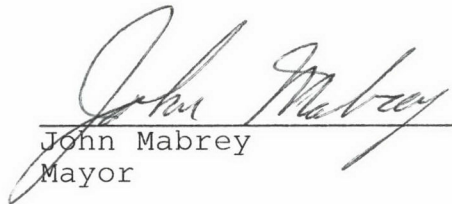
Section 2. Officers to Act.

The Mayor, City Clerk and such other officers and employees of the City of The Dalles are hereby authorized and instructed to execute the Memorandum of Understanding on behalf of the City of The Dalles and to do such other acts as are necessary and proper.


DONE AND DATED THIS 8TH DAY OF SEPTEMBER, 1987.

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

AND APPROVED BY THE MAYOR THIS 8TH DAY OF SEPTEMBER, 1987.



John Mabrey
Mayor

ATTEST: 

Barbara Schroeder
City Clerk/Treasurer

Memorandum of Understanding Concerning Reciprocal Use Between
Wasco Public Library and The Dalles-Wasco County Library

Whereas Many patrons of Wasco Public Library and The Dalles-Wasco County Library live, work, and shop throughout the Columbia River Gorge including areas outside the jurisdiction of their own public library; and

Whereas The Boards of Trustees of both Libraries have agreed that reciprocal use of library service between the two Libraries may offer a convenient and desirable enhancement of service for the people they serve; and

Whereas Similar arrangements for reciprocity among other libraries along the Columbia River in Washington and Oregon have been successful and popular;

Therefore As a positive step towards the development of cooperative arrangements to enhance library service to the residents of our jurisdictions, Wasco Public Library and The Dalles-Wasco County Library have reached this understanding to establish reciprocal access to library services between the two jurisdictions; and

Residents of areas served by Wasco Public Library and The Dalles-Wasco County Library will be able to borrow books and use other services of the two libraries without paying non-resident charges; and

Library users will be expected to follow the rules of the libraries they use and will be personally responsible for the materials they borrow; and

Patterns of use between the two libraries will be periodically evaluated.

This Memorandum of Understanding will take effect at the beginning of the month following its execution by the two libraries and will continue for a one year period. Following this trial period it will continue in effect unless one or both of the parties request that it be cancelled. A ninety-day notice will be given prior to the cancellation of reciprocal service.

Elizabeth Hill
Wasco Public Library

Date: 8-3-87

X John Mabrey
John Mabrey, Mayor
The Dalles-Wasco County Library

X Barbara Schroeder
Attest: Barbara Schroeder, Clerk/Treasurer
Date: September 8, 1987

RESOLUTION NO. 87 - 75

A RESOLUTION ACCEPTING A REPORT OF THE CITY ENGINEER,
ANNOUNCING THE FORMATION OF A LOCAL IMPROVEMENT DISTRICT
FOR WIDENING AND IMPROVEMENT OF CHERRY HEIGHTS ROAD
FROM WEST TENTH STREET SOUTHWESTERLY 430 FEET

WHEREAS, the City Council has heretofore called for an engineer's report, announced its intention to improve, called for remonstrances and held a hearing to consider remonstrances and objections relating to widening and improvement of Cherry Heights Road from West Tenth Street southwesterly 430 feet; and

WHEREAS, the City Council held a hearing and considered the engineer's report and any remonstrances and objections thereto at its meeting at 7:30 p.m. Pacific Prevailing Time on September 8, 1987, and

WHEREAS, the City Council has considered the report and objections thereto.

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

Section 1: Remonstrances.

The Council finds that the period for receipt of remonstrances has expired. Remonstrances were filed by no property owners. There are 3 property owners listed in the proposed assessment roll. The remonstrances received represented zero percent of the dollar amount to be assessed against the benefited property. The Council finds that the remonstrances received were insufficient to defeat the proposed improvement project.

Section 2: Acceptance of Engineer's Report.

The Study and Report of the City Engineer dated July 14, 1987, attached hereto as Exhibit A and made a part hereof by this reference is hereby approved and adopted.

Section 3: Creation of Improvement District.

A local improvement district comprised of the properties to be benefited which are identified in Exhibit A is hereby created.

Section 4: Intention to Proceed.

The City hereby announces its intention to proceed with the widening and improvement of Cherry Heights Road from West Tenth Street southwesterly 430 feet.

DONE AND DATED THIS 8TH DAY OF SEPTEMBER, 1987.


Voting Yes, Councilmembers: WOODS, PROBSTFIELD, CLARK, PHILLIPS & SMITH

Voting No, Councilmembers: NONE

Absent, Councilmembers: NONE

Abstaining, Councilmembers: NONE

AND APPROVED BY THE MAYOR THIS 8TH DAY OF SEPTEMBER, 1987.



John Mabrey
Mayor

ATTEST:



Barbara Schroeder
City Clerk/Treasurer

RESOLUTION NO. 87 - 74

A RESOLUTION AUTHORIZING JACK LESCH, PLANNING DIRECTOR, TO SIGN CITY OF THE DALLES PURCHASE ORDERS AND PERSONNEL ACTION FORMS IN THE ABSENCE OF THE CITY MANAGER

It appearing that from time to time the City Manager, who is the City purchasing agent and personnel director, is out of the City on City business or vacation, and a person should be designated to act in his absence to sign purchase orders and personnel action forms on behalf of City departments;

IT IS HEREBY RESOLVED that Jack Lesch, Planning Director, be and hereby is authorized to sign purchase orders and personnel action forms on behalf of all City departments in the absence of the City Manager.

DONE AND DATED THIS 17TH DAY OF AUGUST, 1987.

Voting Yes, Councilmembers: PHILLIPS, PROBSTFIELD, SMITH AND WOODS

Voting No, Councilmembers: NONE


Absent, Councilmembers: CLARK

Abstaining, Councilmembers: NONE

AND APPROVED BY THE MAYOR THIS 17TH DAY OF AUGUST, 1987.



John Mabrey
Mayor

ATTEST: 

Barbara Schroeder
City Clerk/Treasurer

INDEXED




CITY of THE DALLES

313 COURT STREET
THE DALLES, OREGON 97058

OFFICE OF CITY MANAGER

(503) 296-5481

August 6, 1987

MEMORANDUM

TO : Mayor & City Council

FROM : Del Cesar,
City Manager

SUBJECT : Purchasing/ Personnel Affairs

I would like to recommend to the City Council that Jack Lesch be designated as an alternate to sign purchase orders and personnel action forms in my absence. In the past we have had other personnel that have been able to sign purchase orders. Since last year's layoff and we lost our Personnel/ Purchasing Administrator, no one has been authorized to sign purchase orders other than myself.

In as much as I will be on vacation, or I could be at a conference, I need your authorization allowing Jack Lesch to sign purchase orders and personnel action forms.

Thank you.

DC/eg

cc : B. Schroeder, City Clerk/ Treasurer
J. Lesch, Planning Director

RESOLUTION NO. 87 - 73

A RESOLUTION AUTHORIZING OFFICERS TO ACT

WHEREAS, the City of The Dalles has heretofore requested proposals for survey crews and design work, preparation of contract documents, assistance in advertising and awarding the contract, and performance of contract inspection concerning the Webber Street project from West Second Street northerly 1500 feet; and

WHEREAS, the City of The Dalles has selected the proposal submitted by Tenneson Engineering dated July 22, 1987, offering to undertake the above work required; and

WHEREAS, the City Council deems it necessary and desirable in the public interest to enter into a Personal Services Contract to procure the professional services of Tenneson Engineering;

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

Section 1. Contract Approved.

The execution of the Personal Services Contract, a copy of which is attached hereto and made a part hereof, is hereby authorized by the City of The Dalles.

Section 2. Officers to Act.

The Mayor, City Clerk and such other officers and employees of the City of The Dalles are hereby authorized and instructed to execute the Agreement on behalf of the City and to do such other acts as are necessary and proper.



of the used Patch King Model PK-30 with Tack King Model TK-100H Electric Heated Asphalt Concrete Holding Box and Tack Tank from Columbia Equipment in Portland, Oregon, will not result in favoritism or substantially diminish competition and will result in considerable cost savings to the City of The Dalles.

Section 2. The Director of Public Works is hereby authorized to purchase the used Patch King Model PK-30 with Tack King Model TK-100H for \$11,295 plus freight in the amount of \$100 from Columbia Equipment in Portland, Oregon, and said purchase is hereby exempted from competitive bidding.

DONE AND DATED THIS 2ND DAY OF NOVEMBER, 1987.

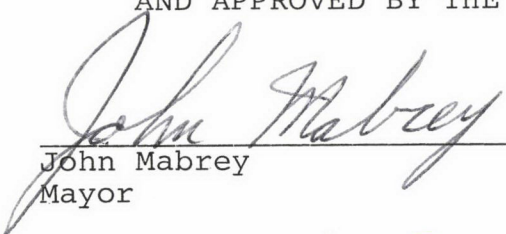
Voting Yes, Councilmembers: CLARK, WOODS, SMITH, PROBSTFIELD

Voting No, Councilmembers: NONE

Absent, Councilmembers: PHILLIPS


Abstaining, Councilmembers: NONE

AND APPROVED BY THE MAYOR THIS 2ND DAY OF NOVEMBER, 1987.



John Mabrey
Mayor

ATTEST:



Barbara Schroeder
City Clerk/Treasurer

Schedule 'A'

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 Webber Street Project as set out in schedules B, C, and D.

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	Tenneson Engineering Corporation, an Oregon Corporation, Engineering Consultants
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 field.

2.04 Obtaining Data.

It shall be 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

reasonable measures to ensure the safety of workers and passersby including but not limited to requesting utilities to temporarily terminate gas and electrical transmissions that may pose a hazard. Consultant further agrees to abide by all State, Local, and Federal laws governing the work.

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. Flagman shall be provided, if necessary, and signs and barricades posted. Client shall make such signs and barricades as may be required available for Consultants 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 Consultant's

PAGE 3 OF 11 - GENERAL PROVISIONS

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 \$10,000 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.

All subcontracts for field work shall contain clauses similar in form and substance 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 4:00 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 and 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:

<u>Type of Insurance</u>	<u>Limits of Liability</u>
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 ENGINEER 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 or national origin. The ENGINEER 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.

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 engineering 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 engineering 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 to 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. 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, the IRD, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the 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

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 by the City in an interest-bearing account 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, no 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 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.

2.31 Indemnity and Limitation of Liability.

1. The Client will require that any contractor or subcontractor performing work in connection with drawings and specifications produced under this Agreement to hold harmless, indemnify and defend, the Client and the Consultant, their Subconsultants, and each of their officers, agents, and employees from any and all liability claims, losses or damage arising out of or alleged to arise from the Consultants (or Subconsultants) negligence in the performance of the work described in the construction contract documents, but not including liability that may be due to the sole negligence of the Client, or their officers, agents and employees.
2. Consultants liability to the Client for any loss or damage, including, but not limited to, special and consequential damages, arising out of or in connection with the professional services performed pursuant to this Agreement and shall not exceed Consultant's professional liability insurance limit specified in Section 2.17 D of this Agreement.

2.32 Davis-Bacon & Copeland Acts.

All applicable subcontracts issued under this contract will conform to the appropriate portions of the Davis-Bacon and Copeland Acts.

SCHEDULE "B"

PROJECT DESCRIPTION

Task 1.0 Project Management

This task will include administrative efforts not directly identifiable with a particular task. The work will include, but not necessarily be limited to administration of this contract, preparation of invoice backup data, periodic project telephone updates and communications with The Dalles, and day-to-day "housekeeping" chores.

Task 2.0 Field Work

This task includes the survey work necessary to establish the design centerline of the street, stake the design centerline and necessary curb construction offsets and establish all elevations necessary to provide construction grades and alignments.

Task 3.0 Design

This task includes establishing the street centerline and curb grades in such a manner as to achieve a best fit to the existing conditions and provide for proper drainage.

Design standards shall conform to the City of The Dalles' standards for public works improvements and be subject to review by the City Engineer.

The design shall also provide for a shimless rubber railroad grade crossing.

Task 4.0 Contract Preparation

This task includes preparation of the construction plans and technical specifications necessary to produce the "bid package."

General provisions and boiler plate shall be provided by City.

Task 5.0 Project Inspection

This task includes providing the field inspection as necessary to assure that the contractor is constructing the improvements in strict accordance with the contract documents and gathering data as necessary to produce construction as-builts.

Task 6.0 Partial Payments, Progress Reports, Final Reports, and Certificate of Completion

The engineer shall prepare progress billings for City Council action, monthly reports during actual construction detailing project progress and prepare the certificate of final completion for the project.

CONSULTING
Engineers — TENNESON ENGINEERING CORPORATION

PHONE (503) 296-9177
409 LINCOLN STREET
THE DALLES, ORE. 97058

July 22, 1987

City of The Dalles
313 Court Street
The Dalles, Oregon 97058

Attention: Rod McKee, City Engineer

Reference: Engineering Services - Webber Street

Gentlemen:

Tenneson Engineering Corporation is prepared to provide the necessary survey crews and engineering design work to obtain the original existing cross sections, set curb offsets, other layout work as needed, prepare a working design suitable for construction, specifications, and other related work necessary to provide contract documents through advertising for construction bids and thereafter assist the City in making the award, perform construction inspection, submission of partial and final payments on Webber Street project between Old U.S. 30 northerly 1500 feet. It is understood the work would be performed under the direction of your office and the City would provide the necessary legal and administrative effort required by the project. Our firm would propose to provide these services on the basis of time and materials in accordance with our January 1, 1987 fee schedule, copy attached, or for a stipulated cost not to exceed \$10,000 without further written authorization from your office.

We understand the design standards shall conform to the City of The Dalles requirements for public works improvements and that all contract documents will be reviewed by the City of The Dalles before issuance. Coordination with Union Pacific Railroad relative to the railroad crossing will be undertaken as required and directed by your office.

We are prepared to undertake this project immediately and contemplate delivery of finished designs and specifications ready for bid within four weeks. We

City of The Dalles
July 22, 1987
Page -2-

contemplate the construction will be complete and final assessment reports ready by December of 1987. If this proposal is acceptable, please indicate approval by execution and return of the extra copy. Work will be initiated immediately.

Very truly yours,

TENNESON ENGINEERING CORPORATION



Donald J. Rohde, Secretary

DJB:lg

APPROVED:

CITY OF THE DALLES

By _____

Date _____

CONSULTING
Engineers TENNESON ENGINEERING CORPORATION

January 1, 1987

PHONE (503) 296-9177
409 LINCOLN STREET
THE DALLES, ORE. 97058

RATE SCHEDULE FOR SURVEY & ENGINEERING WORK

TO WHOM IT MAY CONCERN:

By resolution of the Board of Directors of Tenneson Engineering Corporation at their November 14, 1986, meeting it was resolved and unanimously adopted the firm of Tenneson Engineering Corporation would operate, effective January 1, 1987, under the following fee schedule:

ENGINEERING WORK

A. Resident Engineer/Inspection, ASCE GRADE I - III	\$ 33.00/Hour
B. Engineering Services, ASCE Grade IV	40.00/Hour
C. Engineering Services, ASCE Grades V - VII	55.00/Hour
D. Services, ASCE Grades VIII - IX	90.00/Hour
E. Court Litigation/Expert Witness	90.00/Hour

FIELD WORK

1-Man Field Party (preliminary investigation or regular surveyor with equipment)	\$ 35.00/Hour
2-Man Survey Party (including electronic distance measuring equipment)	55.00/Hour
Personnel Over Two (including electronic distance measuring equipment)	20.00/Hr./man

OFFICE

Planning Consultant	\$ 43.00/Hour
Drafting and Note Reduction	29.50/Hour
Survey Research, Supervision, Conventional Computation, Conference and Description Preparation	40.00/Hour
Computer - Wang 2200	55.00/Hour
Bound Document Preparation	18.00/Hour
Court Litigation/Expert Witness - Twice Specified Rate	

MILEAGE

Conventional Passenger Auto	\$.20/Mile
Survey rigs (Highway and improved roads)	.35/Mile
4-Wheel drive survey vehicles (off road only)	.70/Mile

Rate Schedule - January 1, 1987

TRAVEL TIME AND PER DIEM

All travel time exceeding a total of 1/2 hour per day shall be charged at 3/4 of the applicable personnel and/or crew rate when such travel time is incurred in conjunction with a full eight hour day. When less than a full eight hour day the full rate shall apply. When it is necessary for the crew to stay overnight to complete a job, per diem at actual costs plus 15% will be charged, in addition to the hourly rates above.

MATERIALS USED**

Stakes, Lath and Hubs	\$.25/Each
Iron rods w/plastic caps	2.00/Each
Reproducible Mylar	2.00/Sq.Ft.
Blueline Prints (\$1.00 minimum)	.20/Sq.Ft.
Sepia Prints	.50/Sq.Ft.
Phone calls and postage - at actual costs	
All other materials at cost plus 10%	

**Material costs are based on prices as of January 1, 1986.

Increase in material costs will be reflected in additional billing costs.

SUBDIVISION AND SURVEY WORK

All subdivision preliminary planning will be on an hourly rate basis. Per lot costs will be established after approval of preliminary, and will depend upon the number of lots and exterior boundary problems. If engineering on improvements is included, an additional charge will be made for this work.

All platted lots, metes and bounds, and Alta plot plan work will be at hourly rates, unless otherwise quoted at the time the job order is authorized. Estimates will be given whenever possible; however, all estimates will be subject to field conditions and legal description of property to be surveyed.

WASHINGTON WORK

All work performed in the State of Washington will carry a 1% surcharge and on all materials used in the State of Washington, there will be sales tax charged.

OVERTIME WORK

All hours worked outside our normal working day, on weekends and holidays will be considered overtime and will be billed at 1.33 times the appropriate hourly rates.

The adoption of this schedule enables our firm to pay the necessary wage scale to employ highly qualified and experienced personnel, resulting in a faster and more accurate job, thus reducing the overall project cost.

PERSONAL SERVICES CONTRACT

This Agreement made this 17th day of August, 1987, by and between the City of The Dalles, a municipal corporation of the State of Oregon, hereinafter called "Client," and Tenneson Engineering Corporation, an Oregon corporation, hereinafter called "Consultants."

WITNESSETH

WHEREAS, the Client has heretofore requested proposals for survey crews and design work, preparation of contract documents, assistance in advertising and awarding the contract, and performance of contract inspection concerning the Webber Street project from West Second Street northerly 1500 feet; and

WHEREAS, Consultants submitted a proposal dated July 22, 1987, offering to undertake the work required, which proposal was selected by Client; and

WHEREAS, Client and Consultants entered into negotiations to produce an agreement by which Client procures the professional services of Consultants.

NOW, THEREFORE, in return for the promises and covenants contained herein, Client and Consultants are mutually agreed to be bound to one another as set out below.

Consultant agrees to undertake the work items as set out in schedule B, attached hereto and by this reference incorporated herein as if fully set out. Work will be performed in the manner described in schedule C, attached hereto and by this reference made a part hereof as if fully set out. All work shall be complete within 400 days from the date of the notice to proceed.

Client shall pay Consultants for time and materials expended in accordance with their January 1, 1987, fee schedule, a copy of which is attached hereto as schedule D, provided however, the total sums paid to Consultants shall not exceed the sum of ten thousand dollars (\$10,000) without further authorization from the City Council of the City of The Dalles, Oregon.

This contract consists of:

- | | |
|--------------------------------------|-----------------|
| 1. Contract Form | <u>2</u> pages |
| 2. Schedule A
General Provisions | <u>11</u> pages |
| 3. Schedule B
Project Description | <u>1</u> pages |
| 4. Schedule C
Proposal | <u>2</u> pages |
| 5. Schedule D
Hourly Rates | <u>2</u> pages |

This document is an integrated writing, executed by the parties after negotiation and discussions of all material provisions. No inducements, concessions or representations of fact have been relied upon by either party except as set forth in this agreement and Consultant's proposal.

In witness whereof the parties have executed this contract at The Dalles, Oregon, upon the date first written above.

CITY OF THE DALLES

By: _____
John Mabrey, Mayor

ATTEST: _____
Barbara Schroeder
City Clerk/Treasurer

TENNESON ENGINEERING CORPORATION

By: _____

Title: _____

RESOLUTION NO. 87 - 72

A RESOLUTION AUTHORIZING OFFICERS TO ACT

WHEREAS, the City of The Dalles has heretofore requested proposals for the furnishing of all labor, equipment, materials, expertise, tools, supplies, bonds, insurance, licenses and permits, and performing all tasks necessary to accomplish a study and reports concerning the installation and effectiveness of a well field to produce ground water lowering and improved stability to the Kelly Avenue Landslide; and

WHEREAS, the City of The Dalles has selected the proposal submitted by Shannon and Wilson, Inc. dated July 22, 1987, offering to undertake the above work required; and

WHEREAS, the City Council deems it necessary and desirable in the public interest to enter into a Personal Services Contract to procure the professional services of Shannon and Wilson, Inc.;

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

Section 1. Contract Approved.

The execution of the Personal Services Contract, a copy of which is attached hereto and made a part hereof, is hereby authorized by the City of The Dalles.

Section 2. Officers to Act.

The Mayor, City Clerk, and such officers and employees of the City of The Dalles are hereby authorized and instructed to execute the Contract on behalf of the City and to do such other acts as are necessary and proper.



DONE AND DATED THIS 17TH DAY OF AUGUST, 1987.

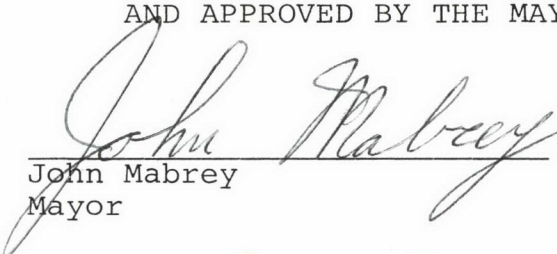
Voting Yes, Councilmembers: PHILLIPS, WOODS, SMITH AND PROBSTFIELD

Voting No, Councilmembers: NONE

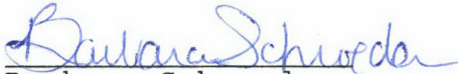
Abstaining, Councilmembers: NONE

Absent, Councilmembers: CLARK

AND APPROVED BY THE MAYOR THIS 17TH DAY OF AUGUST, 1987.


John Mabrey
Mayor

ATTEST:


Barbara Schroeder
City Clerk/Treasurer

RESOLUTION NO. 87 - 71

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

WHEREAS, the City Council has heretofore considered the Study and Report of the City Engineer concerning the improvement of Oregon Street from East 16th Street to East 19th Street; and

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

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

Section 1: Intention to Improve.

The Council hereby declares its intent to proceed with the proposed improvement of Oregon Street from East 16th Street to East 19th Street.

Section 2: Clerk to Give Notices.

The City Clerk is authorized and directed to:

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

1. That the City has announced its intention to proceed with the above named project and that a report of the City Engineer is on file with the City Clerk and open to public inspection.

2. The estimated total cost of the improvement (less any amount borne by the City).

3. A description, graphic or written, of the district specially benefited by the improvement.



4. The date by which remonstrances shall be filed and the place for filing.

5. The project will be discontinued if a remonstrance of the owners of two-thirds of the benefited property is filed.

6. The date, time and place at which the Council will hold a public hearing to consider the Engineer's report and any remonstrances or objections.

B. Cause a notice to be mailed to the last known address of each of the owners of the property to be benefited within the district. Notice shall state:

1. The estimated total cost of the improvement less any City cost.

2. A brief description of the owner's property by tax lot number or legal description of the property.

3. The date, time and place for filing of remonstrances.

4. The date, time and place at which the engineering report and any remonstrances will be considered at a public hearing by the City Council.

Section 3: Hearing Date.

The public hearing shall be held in conjunction with the regular City Council meeting on October 5, 1987, at 7:30 p.m. in the City Council Chambers, City Hall, 313 Court Street, The Dalles, Oregon.

DONE AND DATED THIS 3RD DAY OF AUGUST, 1987.

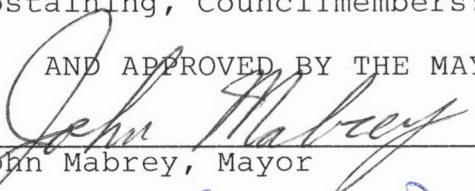
Voting Yes, Councilmembers: CLARK, SMITH, PHILLIPS AND PROBSTFIELD

Voting No, Councilmembers: NONE

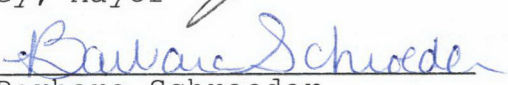
Absent, Councilmembers: WOODS

Abstaining, Councilmembers: NONE

AND APPROVED BY THE MAYOR THIS 3RD DAY OF AUGUST, 1987.


John Mabrey, Mayor

ATTEST:


Barbara Schroeder
City Clerk/Treasurer

OREGON STREET IMPROVEMENT
EAST 16TH ST. TO EAST 19TH ST.

July 23, 1987
The Dalles, Oregon
Page 1 of 7

PRELIMINARY STUDY AND REPORT

HONORABLE MAYOR AND CITY COUNCIL OF THE DALLES, OREGON:

The following is the description of the project and the assessment district for the proposed improvement of Oregon Street from East 16th Street to East 19th Street.

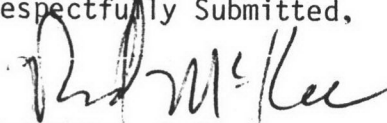
DESCRIPTION OF PROPERTY

The work to be performed for the proposed improvement of Oregon Street from East 16th Street to East 19th Street, consists of the necessary excavation to subgrade, the preparation of subgrade, the construction of curbs and sidewalks, the placing of crushed rock for base, paving with asphaltic concrete pavement and all other work necessary to improve said street to 36 feet in width between curbs, with an estimated useful life of 20 years. Also included is construction of a 6 inch water main to serve the property fronting Oregon Street and the installation of engineer's paving fabric and a 2" Asphaltic concrete pavement overlay on Oregon Street from the north edge of proposed street improvement (East 16th St.) northerly approximately 1550 feet to East 12th Street.

ASSESSMENT DISTRICT

Stewart's Third Addition, Lots No. 6, 7, 8, 9, 10, 11 and 12 and Tax Lot No. 2600, Wasco County Assessor's Map No. 1N-13-11.

Respectfully Submitted,



Rod McKee, P.E.
City Engineer

OREGON STREET IMPROVEMENT
EAST 16TH ST. TO EAST 19TH ST.

July 23, 1987
The Dalles, Oregon
Page 2 of 7

PRELIMINARY STUDY AND REPORT (cont.)

HONORABLE MAYOR AND CITY COUNCIL OF THE DALLES, OREGON:

The following is the Engineer's Estimate of the probable cost, the basis for assessment, and the method of computation of assessments for the proposed improvement of Oregon Street from East 16th Street to East 19th Street:

<u>ENGINEER'S ESTIMATE</u>				
<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description of Item</u>	<u>Unit Price</u>	<u>Extended Amount</u>
1	770 l.f.	Construct Straight concrete curb	6.50/l.f.	\$ 5,005.00
2	24 l.f.	Construct Circular concrete curb	6.50/l.f.	156.00
3	341 s.y.	Construct 5.0' sidewalk	21.00/s.y.	7,161.00
4	566 c.y.	Street excavation, common	7.50/c.y.	4,245.00
5	25 l.f.	Construct 8" CSP storm sewer	20.00/l.f.	500.00
6	2 ea.	Standard Catch Basin	500.00/ea.	1,000.00
7	100 l.f.	Construct 4" Sanitary Sewer Services, tap in @ mainline (3 required)	10.00/l.f.	1,000.00
8	3 ea.	3/4" Copper water service	400.00/ea.	1,200.00
9	1,650 s.y.	Preparation of subgrade	1.50/s.y.	2,475.00
10	530 c.y.	1.0" Crushed Aggregate Base rock (12")	15.00/c.y.	7,950.00

OREGON STREET IMPROVEMENT
EAST 16TH ST. TO EAST 19TH ST.

July 23, 1987
The Dalles, Oregon
Page 3 of 7

PRELIMINARY STUDY AND REPORT (cont.)

ENGINEER'S ESTIMATE (cont.)

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description of Item</u>	<u>Unit Price</u>	<u>Extended Amount</u>
11	1005 ton	Asphaltic Concrete Pavement (3")	32.00/ton	\$ 32,160.00
12	1 lump sum	Adjust manhole rim	500.00/l.s.	500.00
13	430 l.f.	6" CIP Watermain	15.00/l.f.	6,450.00
14	6200 s.y.	Paving Fabric	1.25/s.y.	<u>7,750.00</u>
		Sub-Total		\$ 77,552.00
		+ 10% Contingencies		<u>7,755.00</u>
		Total Estimated Construction Costs		\$ 85,307.00
		+ 12% Engineering, Admin., Legal		<u>10,237.00</u>
		TOTAL ESTIMATED PROJECT COST		<u><u>\$ 95,544.00</u></u>

PRELIMINARY STUDY AND REPORT (cont.)

BASIS FOR ASSESSMENT

A. City Costs:

1. Sidewalk costs assessed direct to frontage.
2. 50% of the water main costs.
3. Paving Fabric and Asphaltic concrete overlay.

B. Property Costs:

1. Street curb and sidewalk costs assessed direct to frontage.
2. Water service costs assessed direct to lots served.
3. 50% of the Water main costs assessed direct to lots fronting Oregon Street, on frontage basis; corner lots not included in assessment as served from East 19th Street.
4. Sanitary sewer service connections assessed direct to benefitted lots served on East side of street.
5. Frontage area costs assessed to the frontage.
6. Sideage area costs assessed from the frontage to the middle of the block, in 25 foot increments on a diminishing base of 30, 20, 10, 10, 10, 5, 5, on corner lot frontage only.

OREGON STREET IMPROVEMENT
EAST 16TH ST. TO EAST 19TH ST.

July 23, 1987
The Dalles, Oregon
Page 5 of 7

PRELIMINARY STUDY AND REPORT (cont.)

METHOD OF COMPUTATION

A. DIRECT CITY COSTS:

1. 80.5 s.y. of sidewalk @ 21.00/s.y.	=	\$ 1,690.50
2. 215 l.f. of 6" CIP Watermain @ 15.00/l.f.	=	3,225.00
3. 6200 s.y. of paving fabric @ 1.25/s.y.	=	7,750.00
4. 725 ton of Asphaltic concrete pavement @ 32.00/ton	=	<u>23,200.00</u>
Sub-Total		\$ 35,865.50
+ 23.2%		<u>8,320.80</u>

TOTAL CITY COSTS \$ 44,186.30

B. DIRECT PROPERTY COSTS:

1. 770 l.f. of straight curb @ 6.50/l.f.	=	\$ 5,005.00
2. 24 l.f. of circular curb @ 6.50/l.f.	=	156.00
3. 260.5 s.y. of sidewalk @ 21.00/s.y.	=	5,470.50
4. 215 l.f. of 6" CIP Watermain @ 15.00/l.f.	=	<u>3,225.00</u>
Sub-Total		\$ 13,856.50
+ 23.2%		<u>3,214.70</u>

TOTAL DIRECT PROPERTY COSTS \$ 17,071.20

C. DIRECT SANITARY SEWER AND WATER SERVICE CONNECTION COSTS:

1. 100 l.f. construct 4" Sanitary Sewer services & tap main (3 taps required) @ 10.00/l.f.	=	\$ 1,000.00
2. 3 Copper Water service @ 400.00/ea.	=	<u>1,200.00</u>
Sub-Total		\$ 2,200.00
+ 23.2%		<u>510.50</u>

TOTAL DIRECT LOT COSTS \$ 2,710.50

COST PER LOT = $\frac{\$ 2,710.50}{3}$ = \$ 903.50

OREGON STREET IMPROVEMENT
EAST 16TH ST. TO EAST 19TH ST.

July 23, 1987
The Dalles, Oregon
Page 6 of 7

PRELIMINARY STUDY AND REPORT (cont.)

D. STREET AREA COSTS:

1. 566 c.y. street excavation, common @ 7.50/c.y.	= \$ 4,245.00
2. 25 l.f. construct 8" CSP storm sewer @ 20.00/l.f.	= 500.00
3. 2 ea. Standard Catch basin @ 500.00/ea.	= 1,000.00
4. 1650 s.y. Preparation of subgrade @ 1.50/s.y.	= 2,475.00
5. 530 c.y. 1.0" Crushed Aggregate base rock @ 15.00/c.y.	= 7,950.00
6. 280 ton Asphaltic concrete pavement @ 32.00/ton	= 8,960.00
7. Adjust manhole rings @ 500.00/lump sum	= 500.00

Sub-Total	\$ 25,630.00
+ 23.2%	<u>5,946.00</u>

TOTAL STREET AREA COSTS	\$ 31,576.00
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1. Cost Assessed to Frontage = \$ 31,576.00 x $\frac{687}{767}$ = \$ 28,282.50

Cost Per Front Foot = $\frac{\$ 28,282.50}{687}$ = \$ 41.1681/ft.

2. Cost Assessed to Sideage = \$ 31,576.00 - 28,282.50 = \$ 3,293.50

Cost Per Proportional Part = $\frac{\$ 3,293.50}{220,000}$ = 0.01497045/sq. part

A. DIRECT CITY COSTS	<u>SUMMARY</u>	\$ 44,186.30
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B. PROPERTY COSTS	
1. Direct Frontage	\$ 17,071.20
2. Direct Sewer & Water Costs	2,710.50
3. Area	<u>31,576.00</u>

TOTAL PROPERTY COSTS	\$ <u>51,357.70</u>
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TOTAL ESTIMATED PROJECT COSTS	\$ <u><u>95,544.00</u></u>
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OREGON STREET IMPROVEMENT
EAST 16TH ST. TO EAST 19TH ST.

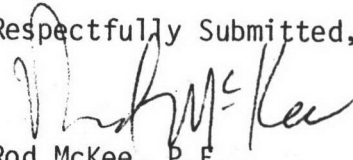
July 23, 1987
The Dalles, Oregon
Page 7 of 7

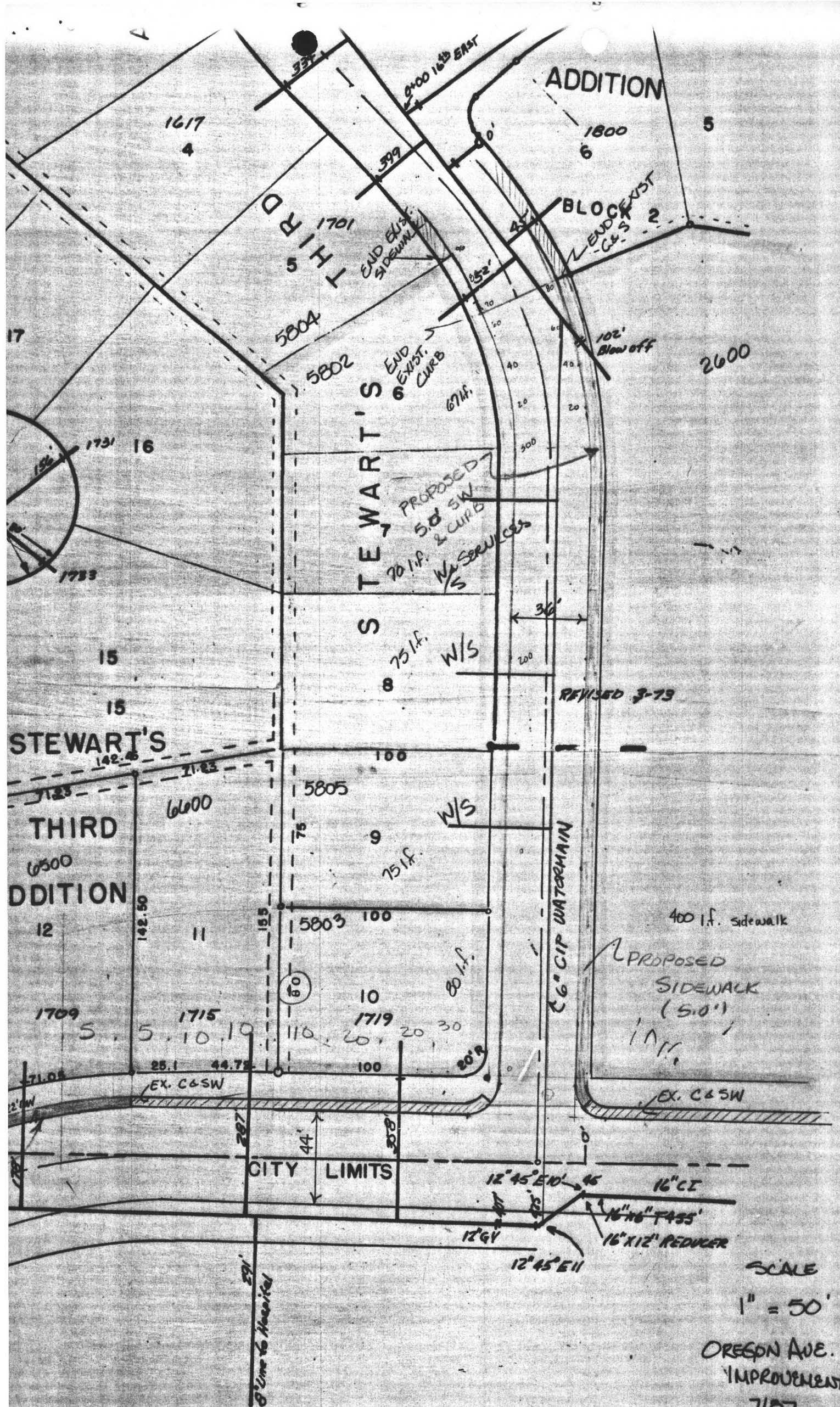
PRELIMINARY STUDY AND REPORT (cont.)

PROPOSED ASSESSMENTS

<u>Owner & Address</u>	<u>Description of Property</u>	<u>Assessed Land Value</u>	<u>Improvement Value</u>	<u>Fair Apportionment of Costs</u>
<u>Map 1N 13 11BB</u>				
Wasco County	Tax Lot 5802	\$ 19,670	\$ 0	\$ 13,390.30
Taylor, Dale 1719 E. 18th St. The Dalles, OR 97058	Tax Lot 5805	\$ 4,850	\$ 0	\$ 5,001.36
Taylor, Dale 1719 E. 18th St. The Dalles, OR 97058	Tax Lot 5803	\$ 11,230	\$ 39,570	\$ 3,472.87
Dewey, Leslie L. & Darla J. 1711 E. 18th St. The Dalles, OR 97058	Tax Lot 6600	\$ 11,970	\$ 34,520	\$ 717.50
Dept. of Veterans	Tax Lot 6500	\$ 13,580	\$ 28,330	\$ 1,196.69
<u>Map 1N 13 11</u>				
Cook, James R. c/o Dalles Medical Development Co. 308 East 3rd St. The Dalles, OR 97058	Tax Lot 2600	\$ 19,070	\$ 0	\$ 27,578.98
TOTAL PROPOSED ASSESSMENTS				\$ 51,357.70

Respectfully Submitted,


Rod McKee, P.E.
City Engineer



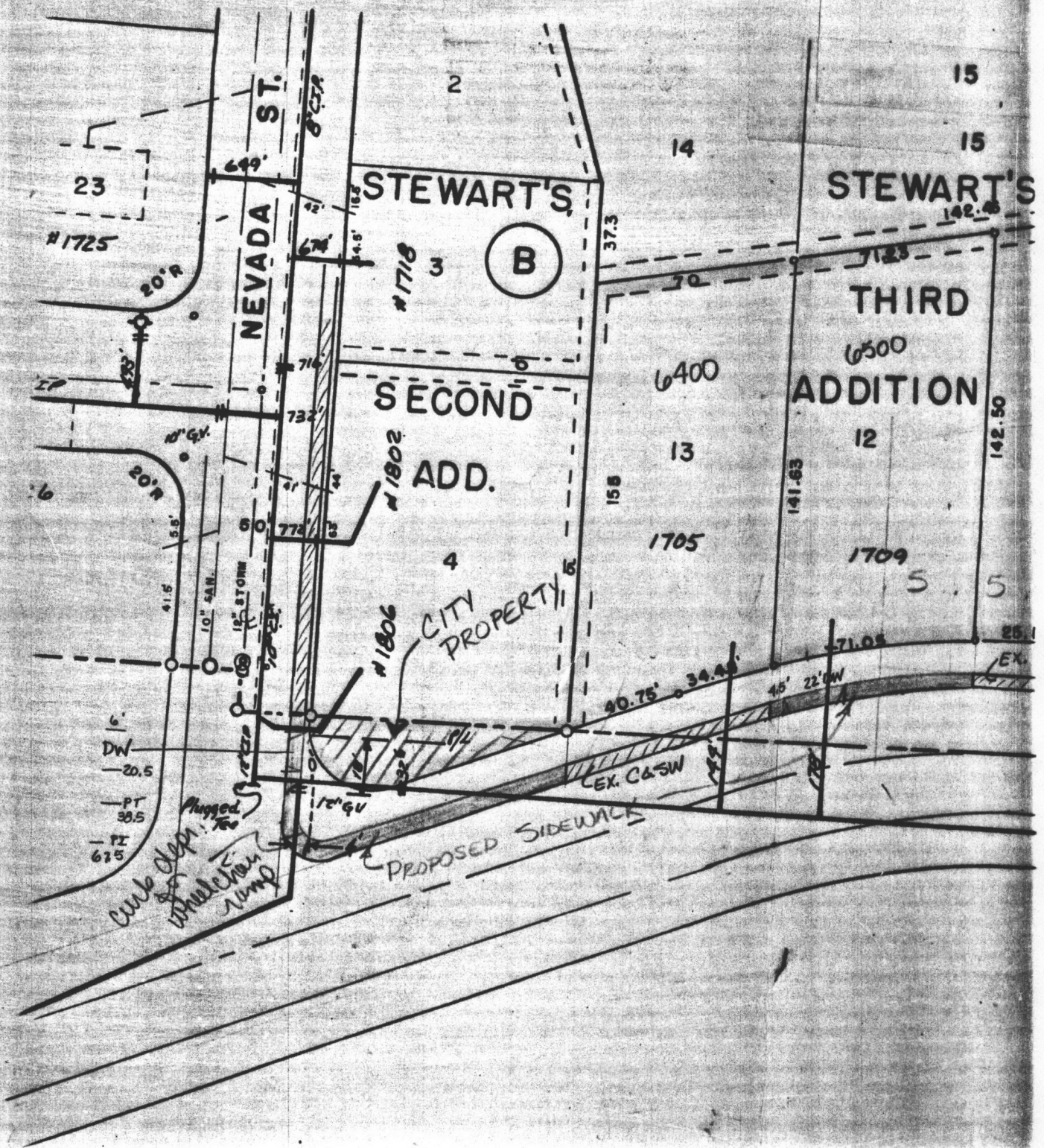
SCALE

1" = 50'

OREGON AVE.
IMPROVEMENTS

7/07

KSM



RESOLUTION NO. 87 - 70

A RESOLUTION AUTHORIZING OFFICERS TO ACT

WHEREAS, Fort Vancouver Regional Library desires to enter into a reciprocal agreement with The Dalles - Wasco County Library; and

WHEREAS, the City Council deems it necessary and desirable in the public interest to enter into said agreement;

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

Section 1. Agreement Approved.

The execution of the reciprocal agreement, a copy of which is attached hereto and made a part hereof, is hereby authorized by the City of The Dalles.

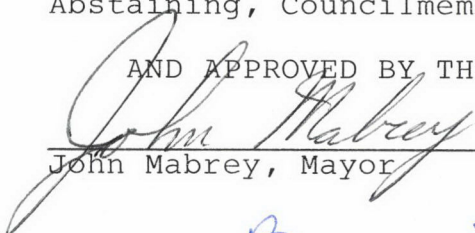
Section 2. Officers to Act.

The Mayor, City Clerk and such other officers and employees of the City of The Dalles are hereby authorized and instructed to execute the Agreement on behalf of the City and to do such other acts as are necessary and proper.


DONE AND DATED THIS 3RD DAY OF AUGUST, 1987.

Voting Yes, Councilmembers:	CLARK, PHILLIPS, PROBSTFIELD AND SMITH
Voting No, Councilmembers:	NONE
Absent, Councilmembers:	WOODS
Abstaining, Councilmembers:	NONE

AND APPROVED BY THE MAYOR THIS 3RD DAY OF AUGUST, 1987.



John Mabrey, Mayor

ATTEST: 
Barbara Schroeder
City Clerk/Treasurer



INTER-DEPARTMENTAL MEMORANDUM

THE DALLES, OREGON

DATE August 4, 1987

To: Del Cesar FROM Sheila Dooley

REMEMBER: THE ONLY REASON YOU AND I ARE HERE IS TO HELP THE PEOPLE OF OUR CITY

The Fort Vancouver Regional Library has requested that I return both signed copies of the enclosed agreement.

Thank you.

COPIES To:

SIGNED

Sheila Dooley

TITLE

Librarian

INTER-DEPARTMENTAL MEMORANDUM

THE DALLES, OREGON

DATE July 21, 1987

To: B.J. Matzen

FROM Sheila Dooley

REMEMBER: THE ONLY REASON YOU AND I ARE HERE IS TO HELP THE PEOPLE OF OUR CITY

At its July 15th meeting, the Library Board approved the establishment of a reciprocal agreement with Fort Vancouver Regional Library. Attached is the draft agreement which the Board approved and which now needs City Council approval.

Thank you.

COPIES TO:

SIGNED

Sheila Dooley

TITLE

Librarian

**Memorandum of Understanding Concerning Reciprocal Use Between The
Dalles-Wasco County Library and Fort Vancouver Regional Library**

Whereas Many patrons of The Dalles-Wasco County Library and Fort Vancouver Regional Library live, work, and shop throughout the Columbia River Gorge including areas outside the jurisdiction of their own public library; and

Whereas The Boards of Trustees of both Libraries have agreed that reciprocal use of library service between the two Libraries may offer a convenient and desirable enhancement of service for the people they serve; and

Whereas Similar arrangements for reciprocity among other libraries along the Columbia River in Washington and Oregon have been successful and popular;

Therefore As a positive step towards the development of cooperative arrangements to enhance library service to the residents of our jurisdictions, The Dalles-Wasco County Library and Fort Vancouver Regional Library have reached this understanding to establish reciprocal access to library services between the two jurisdictions; and

Residents of areas served by The Dalles-Wasco County Library and Fort Vancouver Regional Library will be able to borrow books and use other services of the two libraries without paying non-resident charges; and

Library users will be expected to follow the rules of the libraries they use and will be personally responsible for the materials they borrow; and

Patterns of use between the two libraries will be periodically evaluated.

This Memorandum of Understanding will take effect at the beginning of the month following its execution by the two libraries and will continue for a one year period. Following this trial period it will continue in effect unless one or both of the parties request that it be cancelled. A ninety-day notice will be given prior to the cancellation of reciprocal service.

The Dalles-Wasco County Library

Fort Vancouver Regional Library

Date:_____

Date:_____

RESOLUTION NO. 87 - 69

A RESOLUTION APPROVING AN AGREEMENT BETWEEN
THE CITY OF THE DALLES AND FRED A. SCHENK

WHEREAS, at the regular City Council meeting of July 20, 1987,
the Council authorized the Fire Chief to call for bids for the 1987
Weed Abatement Project; and

WHEREAS, Fred A. Schenk was the low bidder;

WHEREAS, it is in the public interest to execute a Notice of
Award and Contract between the City of The Dalles and Fred A. Schenk
to complete the 1987 Weed Abatement Project.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:


Section 1: Contract Approved. The Contract between the City of
The Dalles and Fred A. Schenk for completing the 1987 Weed Abatement
Project is hereby accepted and approved.

Section 2: Officers to Act. The action of the Mayor and City
Clerk/Treasurer in signing the Notice of Award and Contract on behalf
of the City of The Dalles is hereby confirmed and ratified.


DONE AND DATED THIS 3RD DAY OF AUGUST, 1987.

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

AND APPROVED BY THE MAYOR THIS 3RD DAY OF AUGUST, 1987.



John Mabrey
Mayor

ATTEST: 

Barbara Schroeder
City Clerk/Treasurer



INTER-DEPARTMENTAL MEMORANDUM

THE DALLES, OREGON

DATE

Aug. 6, 1987

TO:

Barb - Fyt

FROM

Eileen

REMEMBER: THE ONLY REASON YOU AND I ARE HERE IS TO HELP THE PEOPLE OF OUR CITY

I was unable to acquire a copy of the Contract document Barb so that a copy could be attached to resolution. Al Jones mailed all three off to Schenk and there is not a copy available for file until Schenk returns the originals.

SIGNED

TITLE



THE DALLES FIRE DEPARTMENT

PARTNERS IN FIRE PREVENTION

313 COURT STREET THE DALLES, OREGON 97058

PHONE (503) 298-4178



July 31, 1987

1987 WEED ABATEMENT PROJECT - BID AWARD REQUEST

Honorable Mayor and City Council Members:

The Dalles Fire Department has reviewed the bids received by the City Clerk for the 1987 Weed Abatement Project - The Dalles, Oregon. Two (2) bids were received for this project.

We recommend that City Council accept and award the bid submitted by Mr. Fred A. Schenk, from the following tabulations:

<u>Address or Location:</u>	<u>Legal Description</u>	<u>Work to be Done</u>	<u>Contractors Schenk</u>	<u>Pullian</u>
Prpty. behind Tug Boat Annies, Copper's, Dalles Pk. Motel.	1N 13 4 AD #200	Perimeter cut, remove brush & debris.	\$ 210	\$ 825
610 Terminal Ave.	2N 13 33D #3300 & #3400	Perimeter cut around struct- ures.	\$ 30	\$ 60
SW crnr. W.6th & Pomona Sts.	2N 13 29DD #7100(9-4)	Cut & remove veg.along west fence.	\$ 20	\$ 100
Abated - Across from 3208 W. 10th Street.	2N 13 29 #1200(9-7)	Remove tall grass btwn. st. & house.	\$ -35-	\$ -75-
412 West 9th Street.	1N 13 4AD #7500	Clear weeds from house along alley.	\$ 20	\$ 40
408 West 9th Street.	1N 13 4AD #7501.	Clear weeds along alley fence.	\$ 35	\$ 40
309 West 10th Street.	1N 13 4AD #16000	Clear weeds & rub- bish from around structure & alley.	\$ 45	\$ 40
100 West 9th Street.	1N 13 4DA #400	Clear weeds & deb- ris from around house.	\$ 15	\$ 75
NE crnr. 8th & Union Sts.	1N 13 3CB #4600.	Remove debris from back yard.	\$ 125	\$ 125
118 West 12th Street.	1N 13 4DA #10600	Remove weeds from rear lot nr. alley.	\$ 25	\$ 40
Abated -306 West 12th Street.	1N 13 4DA #9001	Remove debris frm. along alley.	\$ --	\$ --
Abated -617 West 12th Street.	1N 13 4AC #14300	Clear dbrs. from shed along alley.	\$ --	\$ --
KODL Radio towers lot.	1N 13 9 #1800	Perimeter cut around structures.	\$ 135	\$ 150

			Schenk	Pullian
213 East 13th Street.	1N 13 4DD #900	Remove debris from rear lot.	\$ 20	\$ 40
220 East 12th Street.	1N 13 4DD #100	Remove weeds from around garage.	\$ 10	\$ 40
Abated - 411 East 12th Street.	1N 13 3CC #4900	Remove weeds from buildings.	\$ --	\$ --
Abated - 1314 Federal Street.	1N 13 3CC #3600	Remove weeds & debris from lot.	\$ -50-	\$ --
Abated - 619 East 12th Street.	1N 13 3CD #13000	Remove weeds - entire lot.	\$ --	\$ --
701 East 13th Street.	1N 13 3CD #11360	Remove weeds, deb- ris & junk from yard.	\$ 30	\$?
1024 East 14th Street.	1N 13 3DC #12900	Remove grass and debris from around burned bldg. & lot.	\$ 150	\$ 250
1514 East 10th Street.	1N 13 3DD #4700	Remove weeds aro- und lot & general clean up.	\$ 105	\$ 200
1714 East 13th Street.	1N 13 2CC #6700	Remove overgrown lawn.	\$ 150	\$ 125
Lot btwn. 1800 & 1820 East 16th Street.	1N 13 11BA #3100	Remove weeds from entire lot.	\$ 60	\$ 125
Abated - Lot East of 2511 East 15th Street.	1N 13 2D #12800	Remove weeds from lot.	\$ --	\$ --
Abated - 3003 Old Dufur Road.	1N 13 1C #102	Provide fire break around barns.	\$ --	\$ --
Between Columbia View Drive & Hwy. 197.	1N 13 1 #3000	Cut and remove weeds from around structures.	\$ 200	\$ 600
	TOTAL		<u>\$1,420</u>	\$3,000

RESOLUTION NO. 87 - 68

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

WHEREAS, the City Council has heretofore considered the Study and Report of the City Engineer concerning the widening and improvement of Cherry Heights Road from West Tenth Street southwesterly 430 feet; and

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

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

Section 1: Intention to Improve.

The Council hereby declares its intent to proceed with the proposed widening and improvement of Cherry Heights Road from West Tenth Street southwesterly 430 feet.

Section 2: Clerk to Give Notices.

The City Clerk is authorized and directed to:

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

1. That the City has announced its intention to proceed with the above named project and that a report of the City Engineer is on file with the City Clerk and open to public inspection.



2. The estimated total cost of the improvement (less any amount borne by the City).

3. A description, graphic or written, of the district specially benefited by the improvement.

4. The date by which remonstrances shall be filed and the place for filing.

5. The project will be discontinued if a remonstrance of the owners of two-thirds of the benefited property is filed.

6. The date, time and place at which the Council will hold a public hearing to consider the Engineer's report and any remonstrances or objections.

B. Cause a notice to be mailed to the last known address of each of the owners of the property to be benefited within the district. Notice shall state:

1. The estimated total cost of the improvement less any City cost.

2. A brief description of the owner's property by tax lot number or legal description of the property.

3. The date, time and place for filing of remonstrances.

4. The date, time and place at which the engineering report and any remonstrances will be considered at a public hearing by the City Council.

Section 3: Hearing Date.

The public hearing shall be held in conjunction with the regular City Council meeting on SEPTEMBER 8, 1987, at 7:30 p.m. in the City Council Chambers, City Hall, 313 Court Street, The Dalles, Oregon.

DONE AND DATED THIS 20TH DAY OF JULY, 1987.

Voting Yes, Councilmembers: CLARK, PROBSTFIELD, PHILLIPS AND WOODS

Voting No, Councilmembers: NONE

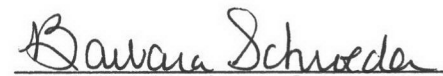
Absent, Councilmembers: SMITH

Abstaining, Councilmembers: NONE

AND APPROVED BY THE MAYOR THIS 20TH DAY OF JULY, 1987.



John Mabrey
Mayor

ATTEST: 

Barbara Schroeder
City Clerk/Treasurer

CHERRY HEIGHTS ROAD IMPROVEMENT
WEST 10TH ST. SOUTHWESTERLY 430 FEET

July 14, 1987
The Dalles, Oregon
Page 1 of 6

PRELIMINARY STUDY AND REPORT

HONORABLE MAYOR AND CITY COUNCIL OF THE DALLES, OREGON:

The following is the description of the project and the assessment district for the proposed widening and improvement of approximately 430 l.f. of Cherry Heights Road southwesterly from West 10th Street:

DESCRIPTION OF PROJECT

The work to be performed for the proposed widening and improvement of Cherry Heights Road from West 10th Street southwesterly 430 feet consists of excavation to and preparation of subgrade in the widened area, placing of crushed aggregate base rock and asphaltic concrete surface in the widened portion, the construction of curbs, construction of storm and sanitary sewers, paving of the entire width between curbs, and all other work necessary to widen Cherry Heights Road to 44 feet in width between curbs with an estimated useful life of 20 years.

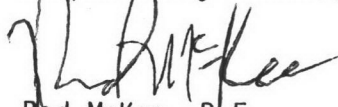
ASSESSMENT DISTRICT

Wasco County Assessor's Map 1N-13-4BA, Tract No. 3100
Wasco County Assessor's Map 1N-13-4 Index, Tracts No. 400 and 1700.

A tract of land in Section 4, T1N, R13E, W.M., City of The Dalles, Wasco County, Oregon, more particularly described as follows:

A strip of land lying 200' on either side of the centerline of Cherry Heights Road from the southerly right-of-way line of West 10th Street southwesterly 430 l.f. .

Respectfully Submitted,



Rod McKee, P.E.
City Engineer

CHERRY HEIGHTS ROAD IMPROVEMENT
WEST 10TH ST. SOUTHWESTERLY 430 FEET

July 14, 1987
The Dalles, Oregon
Page 2 of 6

PRELIMINARY STUDY AND REPORT

HONORABLE MAYOR AND CITY COUNCIL OF THE DALLES, OREGON:

The following is the Engineer's Estimate of the probable cost, the basis for assessment, and the method of computation of assessments for the proposed widening and improvement of Cherry Heights Road from West 10th Street Southwesterly 430 feet.

ENGINEER'S ESTIMATE

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description of Item</u>	<u>Unit Price</u>	<u>Extended Amount</u>
1	312 c.y.	Street excavation, common	\$7.50/c.y.	\$ 2,340.00
2	190 c.y.	Trench excavation	8.00/c.y.	1,520.00
3	290 c.y.	1"-0 Crushed Aggregate Base Rock	15.00/c.y.	4,350.00
4	266.5 tons	Asphaltic Concrete Pavement	32.00/ton	8,528.00
5	378 l.f.	Construct straight curb	6.50/l.f.	2,457.00
6	50 l.f.	Construct circular curb	6.50/l.f.	325.00
7	330 s.y.	Construct 5.5' Sidewalk	21.50/s.y.	7,095.00
8	4 ea.	Standard Catch Basin	500.00/ea.	2,000.00
9	385 l.f.	Construct 8" PVC, in place (storm)	12.00/l.f.	4,620.00
10	470 l.f.	Construct 10" C.S.P., in place (sanitary)	10.00/l.f.	4,700.00
11	3 ea.	Construct new manhole	1,100.00/ea.	<u>3,300.00</u>
Sub-total				\$ 41,235.00
+ 10% Contingencies				<u>4,123.50</u>
Total Estimated Construction Costs				\$ 45,358.50
+ 12% Engineering, Admin., Legal				<u>5,443.00</u>
TOTAL ESTIMATED PROJECT COST				<u><u>\$ 50,801.50</u></u>

PRELIMINARY STUDY AND REPORT (cont.)

BASIS FOR ASSESSMENT

A. CITY COSTS:

1. Direct City Costs:

- a. Cost of storm and sanitary sewer installation
- b. The amount of \$7,000.00 of the total cost of the project as per agreement between St. Peters and the City.

2. Area City Costs:

- a. Cost of the arterial extra width (44' vs. 36') between curbs.

B. PROPERTY COSTS:

1. Direct Property Cost:

- a. Straight curb and sidewalk cost assessed direct to the frontage.

2. Street Area Costs:

- a. Street area costs will be assessed based on a width of 36'.

METHOD OF COMPUTATION

TOTAL ESTIMATED PROJECT COST \$ 50,801.50

A. CITY COSTS:

1. Direct City Costs:

a) 190 c.y. Trench excavation @ 8.00/c.y.	= \$ 1,520.00
b) 297 l.f. 8" PVC (storm sewer) @ 12.00/l.f.	= 3,564.00
c) 470 l.f. 10" C.S.P. (sanitary sewer) @ 10.00/l.f.	= 4,700.00
d) 3 ea. Construct new manhole @ 1,100.00/ea.	= 3,300.00

Sub-total	\$ 13,084.00
+ 23.2%	<u>3,035.50</u>

TOTAL ESTIMATED DIRECT CITY COST \$ 16,119.50

CHERRY HEIGHTS ROAD IMPROVEMENT
WEST 10TH ST. SOUTHWESTERLY 430 FEET

July 14, 1987
The Dalles, Oregon
Page 4 of 6

PRELIMINARY STUDY AND REPORT (cont.)

B. PROPERTY COSTS:

1. Direct Property Costs:

a) 330 s.y. Construct 5.5' sidewalk @ 21.50/s.y.	=	\$ 7,095.00
b) 378 l.f. Construct straight curb @ 6.50/l.f.	=	2,457.00
c) 50 l.f. Construct circular curb @ 6.50/l.f.	=	<u>325.00</u>
	Sub-total	\$ 9,877.00
	+ 23.2%	<u>2,291.50</u>

TOTAL ESTIMATED DIRECT PROPERTY COSTS \$ 12,168.50

2. Area Costs:

Total Estimated Project Cost \$ 50,801.50

Less Direct City Costs \$ 16,119.50
Direct Property Costs 12,168.50

SUB-TOTAL DIRECT COSTS \$ 28,288.00

TOTAL ESTIMATED AREA COSTS \$ 22,513.50

City Share Area Costs (\$22,513.50 x 8/44) 4,093.36
Property Share Area Costs (\$22,513.50 x 36/44) 18,420.14

TOTAL ESTIMATED AREA COSTS \$ 22,513.50

PROPERTY COST/FRONT FOOT = \$ 18,420.14/860 = \$ 21.418767/front foot
PROPERTY COST/FRONT FOOT = (\$ 18,420.14 - 7,000.00)/860 = \$ 13.279233/front foot*

* Adjusted as per agreement

CHERRY HEIGHTS ROAD IMPROVEMENT
WEST 10TH ST. SOUTHWESTERLY 430 FEET

July 14, 1987
The Dalles, Oregon
Page 5 of 6

PRELIMINARY STUDY AND REPORT (cont.)

SUMMARY

TOTAL ESTIMATED PROJECT COST \$ 50,801.50

A. City Costs:

- | | |
|-------------------|-----------------|
| 1. Direct Cost | \$ 16,119.50 |
| Plus by Agreement | 7,000.00 |
| 2. Area Cost | <u>4,093.36</u> |

TOTAL ESTIMATED CITY COST \$ 27,212.86

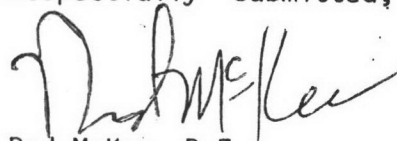
B. Property Costs:

- | | |
|-------------------|--------------|
| 1. Direct Cost | \$ 12,168.50 |
| Less By Agreement | - 7,000.00 |
| 2. Area Cost | 18,420.14 |

TOTAL ESTIMATED PROPERTY COST \$ 23,588.64

\$ 50,801.50

Respectfully Submitted,



Rod McKee, P.E.
City Engineer

CHERRY HEIGHTS ROAD IMPROVEMENT
WEST 10TH ST. SOUTHWESTERLY 430 FEET

July 14, 1987
The Dalles, Oregon
Page 6 of 6

PRILIMINARY STUDY AND REPORT (cont.)

HONORABLE MAYOR AND CITY COUNCIL OF THE DALLES, OREGON:

The following is the proposed assessment roll and fair apportionment of costs for the proposed widening and improvement of Cherry Heights Road from West Tenth Street southwesterly 430 feet.

<u>Owner and Address</u>	<u>Description of Property</u>	<u>Assessed Land Value</u>	<u>Improvement Value</u>	<u>Fair Apportionment of Costs</u>
<u>1N-13-4BA</u>				
Society of Sisters of Holy Names of Jesus and Mary	T.L. 3100	--	--	\$ 8,777.17
<u>1N-13-4</u>				
Roman Catholic Bishop Diocese of Baker	T.L. 400	\$ 13,390.00	--	\$ 11,794.32
Roman Catholic Bishop 122 W. 10th Street The Dalles, Oregon 97058	T.L. 1700	--	--	\$ 3,017.15

RESOLUTION NO. 87 - 67

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

WHEREAS, the City Council has heretofore considered the Study and Report of the City Engineer concerning the widening and improvement of Ninth Street from Cherry Heights Road easterly 480 feet; and

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

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

Section 1: Intention to Improve.

The Council hereby declares its intent to proceed with the proposed widening and improvement of Ninth Street from Cherry Heights Road easterly 480 feet.

Section 2: Clerk to Give Notices.

The City Clerk is authorized and directed to:

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

1. That the City has announced its intention to proceed with the above named project and that a report of the City Engineer is on file with the City Clerk and open to public inspection.
2. The estimated total cost of the improvement (less any amount borne by the City).
3. A description, graphic or written, of the district specially benefited by the improvement.



4. The date by which remonstrances shall be filed and the place for filing.

5. The project will be discontinued if a remonstrance of the owners of two-thirds of the benefited property is filed.

6. The date, time and place at which the Council will hold a public hearing to consider the Engineer's report and any remonstrances or objections.

B. Cause a notice to be mailed to the last known address of each of the owners of the property to be benefited within the district. Notice shall state:

1. The estimated total cost of the improvement less any City cost.

2. A brief description of the owner's property by tax lot number or legal description of the property.

3. The date, time and place for filing of remonstrances.

4. The date, time and place at which the engineering report and any remonstrances will be considered at a public hearing by the City Council.

Section 3: Hearing Date.

The public hearing shall be held in conjunction with the regular City Council meeting on SEPTEMBER 8, 1987, at 7:30 p.m. in the City Council Chambers, City Hall, 313 Court Street, The Dalles, Oregon.

DONE AND DATED THIS 20TH DAY OF JULY, 1987.

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

AND APPROVED BY THE MAYOR THIS 20TH DAY OF JULY, 1987.

John Mabrey
John Mabrey, Mayor

ATTEST: Barbara Schroeder
Barbara Schroeder
City Clerk/Treasurer

NINTH STREET IMPROVEMENTS
CHERRY HEIGHTS RD. EASTERLY 480'

July 13, 1987
The Dalles, Oregon
Page 1 of 5

PRELIMINARY STUDY AND REPORT

HONORABLE MAYOR AND CITY COUNCIL OF THE DALLES, OREGON:

The following is the description of the project and the assessment district for the proposed widening and improvement of approximately 268 l.f. of Ninth Street easterly from Cherry Heights Road.

DESCRIPTION OF PROJECT

The work to be performed for the proposed widening and improvement of Ninth Street from Cherry Heights Road easterly 480 feet consists of excavation to and preparation of subgrade in the widened area, placing of crushed aggregate base rock and asphaltic concrete surface in the widened portion, construction of curbs and sidewalks, and all other work necessary to widen Ninth Street to 44 feet with and estimated useful life of 20 years.

ASSESSMENT DISTRICT

TRACT NO. 1

A tract of land in Section 4, T1N, R13E, W.M., City of The Dalles, Wasco County, Oregon, more particularly described as follows:

A strip of land lying between the centerline of Ninth Street and a line parallel with and 100' south of the centerline of Ninth Street from the easterly right-of-way boundary of Cherry Heights Road easterly to engineer's station 1+86, excepting Ninth Street right-of-way.

TRACT NO. 2

A tract of land in Section 4, T1N, R13E, W.M., City of The Dalles, Wasco County, Oregon, more particularly described as follows:

A strip of land lying between the centerline of Ninth Street and a line parallel with and 100' south of the centerline of Ninth Street from engineer's station 3+96 easterly to engineer's station 4+78, excepting the Ninth Street right-of-way.

Respectfully Submitted,


Rod McKee, P.E.
City Engineer

NINTH STREET IMPROVEMENTS
CHERRY HEIGHTS RD. EASTERLY 480'

July 13, 1987
The Dalles, Oregon
Page 2 of 5

PRELIMINARY STUDY AND REPORT

HONORABLE MAYOR AND CITY COUNCIL OF THE DALLES, OREGON:

The following is the Engineer's Estimate of the probable cost, the basis for assessment, and the method of computation of assessments for the proposed widening and improvement of Ninth Street from Cherry Heights Road easterly 480'.

ENGINEER'S ESTIMATE

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description of Item</u>	<u>Unit Price</u>	<u>Extended Amount</u>
1	268 l.f.	Construct Curb	6.50/l.f.	\$1,742.00
2	94 s.y.	Construct 4.5' sidewalk	20.00/s.y.	1,880.00
3	40 s.y.	Construct 4.5' driveway	23.00/s.y.	920.00
4	82 c.y.	Street Excavation, common	7.50/c.y.	615.00
5	82 c.y.	1"-0 Crushed Aggregate Base Rock	17.00/c.y.	1,394.00
6	43 tons	3" Asphaltic Concrete Pavement	65.00/ton	2,795.00
7	Lump Sum	Adjust manhole	200.00/l.s.	200.00
8	1 ea.	Relocate Street Sign	50.00/ea.	<u>50.00</u>
		Sub-total		\$ 9,596.00
		+ 10% Contingencies		<u>959.60</u>
		TOTAL ESTIMATED CONSTRUCTION COST		\$10,555.60
		+ 12% Engineering, Administrative, Legal		<u>1,266.40</u>
		TOTAL ESTIMATED PROJECT COST		<u>\$ 11,822.00</u>

NINTH STREET IMPROVEMENTS
CHERRY HEIGHTS RD. EASTERLY 480'

July 13, 1987
The Dalles, Oregon
Page 3 of 5

PRELIMINARY STUDY AND REPORT (cont.)

BASIS FOR ASSESSMENT

A. CITY COSTS:

1. Street Area Costs

B. PROPERTY COSTS:

1. Street Area Costs
2. Construction of New Curbs and Sidewalks to Fronting Properties on a per lineal foot basis.

METHOD OF COMPUTATION

TOTAL ESTIMATED PROJECT COST \$ 11,822.00

A. City Costs:

1. Street Area Costs:

a) 24 c.y. Street Excavation @ 7.50/c.y.	=	180.00
b) 24 c.y. 1"-0 Crushed Aggregate Base Rock @17.00/c.y.	=	408.00
c) 12.5 ton 3" Asphaltic Concrete Pavement @65.00/ton	=	812.50
d) Lump Sum, Adjust Manhole @200.00/l.s.	=	200.00
e) 1 ea. Relocate Street Sign @50.00/ea.	=	50.00

Sub-total \$ 1,650.50
+ 23.2% 382.90

TOTAL STREET AREA COSTS \$ 2,033.40

B. Property Costs:

1. Direct Frontage Costs:

a) 268 l.f. Curbs @ 6.50/l.f.	=	1,742.00
b) 94 s.y. Sidewalk @ 20.00/s.y.	=	1,880.00
c) 40 s.y. Driveway @ 23.00/s.y.	=	<u>920.00</u>

Sub-total \$ 4,542.00
+ 23.2% 1,053.60

TOTAL FRONTAGE PROPERTY COSTS \$ 5,595.60

Cost/Front Foot = $\frac{5,595.60}{268.0}$ = 20.879104/l.f.

NINTH STREET IMPROVEMENTS
CHERRY HEIGHTS RD. EASTERLY 480'

July 13, 1987
The Dalles, Oregon
Page 4 of 5

PRELIMINARY STUDY AND REPORT (cont.)

2. Street Area Costs:

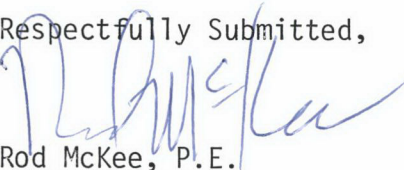
a) 58 c.y. Street Excavation @ 7.50/c.y.	=	435.00
b) 58 c.y. 1"-0 Crushed Aggregate Base Rock @ 17.00/c.y.	=	986.00
c) 30.5 ton 3" Asphaltic Concrete Pavement @ 65.00/ton	=	<u>1,982.50</u>
Sub-total		\$ 3,403.50
+ 23.2%		<u>789.50</u>
TOTAL STREET AREA COSTS		<u>\$ 4,193.00</u>

Cost/Front Foot $\frac{4,193.00}{173.00} = 24.236994/1.f.$

SUMMARY

A. City Costs	
1. Street Area Costs	\$ 2,033.40
B. Property Costs	
1. Direct Frontage Costs	5,595.60
2. Street Area Costs	<u>4,193.00</u>
TOTAL ESTIMATED PROJECT COST	<u>\$ 11,822.00</u>

Respectfully Submitted,


Rod McKee, P.E.
City Engineer

NINTH STREET IMPROVEMENTS
CHERRY HEIGHTS RD. EASTERLY 480'

July 13, 1987
The Dalles, Oregon
Page 5 of 5

PRELIMINARY STUDY AND REPORT

HONORABLE MAYOR AND CITY COUNCIL OF THE DALLES, OREGON:

The following is the proposed assessment roll and fair apportionment of costs for the proposed widening and improvement of Ninth Street from Cherry Heights Road Easterly 480'.

<u>Owner & Address</u>	<u>Description of Property</u>	<u>Assessed Valuation</u>	<u>Fair Apportionment</u>	
		<u>Real</u>	<u>Improvements</u>	<u>of Costs</u>
	<u>1N 13 4BA</u>			
Lewis, John T. & Joan G. 1100 W. 9th St.	T.L. 2900	20,240.00	47,590.00	\$ 1,190.11
Munsen, Robert W. & Pearl L. 1022 W. 9th St.	T.L. 2400	8,570.00	39,220.00	521.98
Mid-Columbia Senior Center 9th & Cherry Hts. Rd.	T.L. 3000			8,076.51

Resolution
87-66M

ADDENDUM TO AGREEMENT

1
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That Paragraph 2 of Agreement, which is hereto attached and marked Exhibit "A", is hereby amended to read as follows:

2. Either City or County may, without consent of the other party, construct and open that portion of Pomona Street West traversing said property so long as the street is paved 30 feet wide and has an adequate base course, and extends to the West to the existing pavement and to the East to the intersection with West 7th Street.

Done and Dated this 8th day of July, 1987.

APPROVED AS TO FORM:

Bernard L. Smith
Bernard L. Smith
Wasco County District Attorney

WASCO COUNTY, OREGON, by
Its County Court

William L. Hulse
William L. Hulse, County Judge

Jim Comini
Jim Comini, County Commissioner

Scott McKay
Scott McKay, County Commissioner

CITY OF THE DALLES, by
Its Mayor

John Mabrey
Mayor

B. J. Mager
City Attorney

Dorinda Schroeder
Attest: City Clerk



1 AGREEMENT

2 This AGREEMENT made and entered into this 27th day of
3 March, 1985, by and between Wasco County, Oregon, a
4 political subdivision of the State of Oregon, hereinafter called
5 COUNTY, and the City of The Dalles, a municipal corporation of
6 the State of Oregon, hereinafter called CITY;

7 WITNESSETH

8 WHEREAS, the purpose of this Agreement is to purchase a
9 parcel of land, described in the attached and by this reference
10 incorporated herein Exhibit "A", for right of way to facilitate
11 completion of Pomona Street West in Wasco County.

12 NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES
13 AND COVENANTS HEREIN CONTAINED, IT IS MUTUALLY AGREED AS FOLLOWS:

14 1. County and City shall share the cost of purchasing the
15 parcel of land described in the attached Exhibit "A" on an equal
16 basis, however, the City's commitment shall not exceed \$12,500
17 and recording fees;

18 2. Either City or County may, without consent of the
19 other party, construct and open that portion of Pomona Street
20 West traversing said property, so long as the street is improved
21 to the same standards as Pomona Street West lying West of said
22 property from its existing terminus to West 7th Street;

23 3. Any revenue received from re-sale, rent or lease of
24 said parcel or any portion of said parcel shall be shared equally
25 between the parties with the exception that County shall
26 administer the renting or leasing of said parcel and may retain

1 an additional five per-cent (5%) of the income solely from
2 renting or leasing the parcel for administrative costs;

3 4. Any property not needed for construction of Pomona
4 Street West, acquired in this purchase, shall be offered for sale
5 if requested by either party and may be sold for any amount
6 greater than appraised value without agreement of parties or may
7 be sold for an amount less than appraised value with agreement of
8 the parties.

9 IN WITNESS WHEREOF, the parties have affixed their
10 signature the day and year first above written.

11 WASCO COUNTY, OREGON, by
12 its County Court

13 William J. Hulse
14 County Judge

15 Roy Matthews
16 County Commissioner

17 Leis Cowen
18 County Commissioner

17 APPROVED AS TO FORM:

18 Bernard L. Smith
19 Bernard L. Smith
20 Wasco County District Attorney

21 Joseph Larkin
22 Joseph Larkin
23 City Attorney

CITY OF THE DALLES, by
its Mayor

24 John Mabrey
25 Mayor

26 John B. Thomas
Attest: City Clerk

RESOLUTION NO. 87 - 65

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF THE DALLES AND THE NEW LIFE UNITED PENTECOSTAL CHURCH AND CHRISTIAN ACADEMY.

WHEREAS, the Planning Commission required a Street Improvement agreement as a condition of approval of Conditional Use Permit #43-87.

WHEREAS, it is in the public interest to execute an Improvement Agreement between the City of The Dalles and New Life United Pentecostal Church and Christian Academy.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF THE DALLES RESOLVES AS FOLLOWS:

Section 1: Improvement Agreement Approved.

The Agreement between the City of The Dalles and New Life Pentecostal Church and Christian Academy for street improvements is hereby approved and ratified.

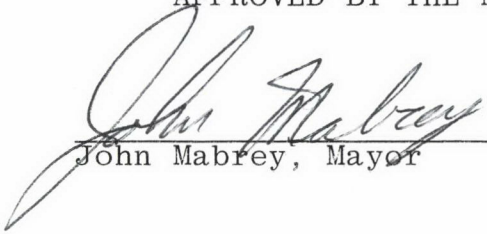
Section 2: Officers to Act.

The Mayor, City Clerk and other officers and employees of the City of The Dalles are hereby authorized and instructed to execute the proposed Improvement Agreement on behalf of the City, and to do such other acts as are necessary and proper.

DONE AND DATED THIS 6TH DAY OF JULY , 1987.

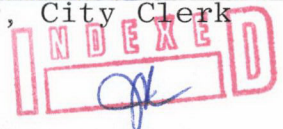
Voting Yes, Councilmembers:	PHILLIPS, PROBSTFIELD, CLARK AND SMITH
Voting No, Councilmembers:	NONE
Absent, Councilmembers:	WOODS
Abstaining, Councilmembers:	NONE

APPROVED BY THE MAYOR THIS 6TH DAY OF JULY , 1987.


John Mabrey, Mayor

ATTEST:


Barbara Schroeder, City Clerk





CITY of THE DALLES

313 COURT STREET
THE DALLES, OREGON 97058

TO: Honorable Mayor and City Council
FROM: Jack Lesch, Planning Director *Jack*
SUBJECT: Street Improvement Agreement
DATE: June 30, 1987

Your packet includes an agreement for improvement of West Tenth Street and Verdant Court adjacent to property to be developed by the New Life United Pentecostal Church and Christian Academy (new building and parking lot). The agreement is a standard Planning Commission condition of site plan approval when development is proposed adjacent to a substandard street.

Section 1 of the Agreement provides for postponement of street improvements for at least one year. In Section 2 the applicant waives any right to remonstrate and is required to construct improvements at the City's request or to participate in a multi-property owner Local Improvement District.

It is requested that Council approve the agreement and authorize the Mayor to sign it.



SUBJECT PROPERTY

IMPROVEMENT AGREEMENT

Agreement made this day of , 1987 by and between the City of The Dalles, a municipal corporation of the State of Oregon hereinafter "City", and New Life United Pentecostal Church and Christian Academy known as "Applicant".
Recitals.

WHEREAS, Applicant desires to construct and occupy a building within the City of The Dalles to be used as a church and private school.

WHEREAS, City land use laws, rules and policy require that certain public improvements be installed to serve the land proposed for new buildings.

WHEREAS, the degree of development now present in the area and likely to be present in the immediate future is sufficient to indicate that improvements of the nature of streets will be required to serve Applicant's property.

NOW THEREFORE in return for the mutual promises and consideration contained herein City and Applicant as a condition to approval of Conditional Use Permit No. 43-87 agree as follows:

1. City to Forbear Improvement Requirements. City agrees to forbear requiring Applicant to construct the public improvements listed below as a condition of Conditional Use Permit approval and agrees that Applicant may construct and occupy building in accordance with planning commission approval and the ordinances of the City prior to installation of standard street and sidewalk improvements. Such forbearance shall be for a period of one (1) year from the date of building permit issuance.

2. Applicant to Construct Street Improvement at City Request. Waiver of Remonstrances. At any time after the expiration of a period of one year from the date of building permit issuance Applicant and its successors in interest agree to construct according to City specifications one half of a City standard street on the side of the West Tenth Street and Verdant Court rights of way abutting Applicant's property or in the alternative to participate in a local improvement district to construct such improvements as the City shall deem necessary and proper to serve Applicant's lands and the public. APPLICANT AND ITS SUCCESSORS IN INTEREST WAIVE ANY RIGHT TO REMONSTRANCE AGAINST ANY IMPROVEMENT IF SUCH IMPROVEMENT IS PART OF A LOCAL IMPROVEMENT DISTRICT AND WAIVE ANY RIGHT TO REMONSTRATE THE COST OF SUCH IMPROVEMENT. Applicant further agrees that it or its successors shall bear the assessed cost of construction of public improvements located upon or adjacent to the land described in this Agreement.

3. Failure to Construct Improvements. In the event that the Applicant or its successors in interest fail or refuse to construct the improvements required by the City, City shall be entitled to construct the improvements or to contract with other to have them constructed and to assess the cost of construction together with legal, engineering and administrative costs against the Applicant's lands.

APPLICANT AND ITS SUCCESSORS IN INTEREST WAIVE ANY RIGHT TO NOTICES AND HEARINGS PRIOR TO THE ENTRY OF SUCH AN ASSESSMENT IN THE DOCKET OF CITY LIENS AND AGREE THAT SUCH LIEN SHALL BE SUBJECT TO FORECLOSURE BY THE CITY IN THE MANNER PROVIDED BY LAW FOR THE FORECLOSURE OF CITY LOCAL IMPROVEMENT DISTRICT ASSESSMENT LIENS.

4. Agreement to be Covenant Running with the Land. Applicant agrees that the provisions of this agreement regarding public improvements shall be a covenant running with the land and that the terms hereof shall be included in any deed or contract of sale purporting to convey any legal or equitable interest in the lands containing the church and shall be legally binding upon Applicant's heirs or successors in interest.

5. Agreement to be Recorded. This agreement shall be recorded in the Deed records of Wasco County at Applicant's expense, and a copy of the recorded instrument furnished to City.

6. Land to which Applicable. The real property to which this agreement applies is described as:

Beginning at the most northerly corner of Tract 1, FRUITLAND PARK ADDITION TO DALLES CITY, County of Wasco and State of Oregon, running thence easterly along the North line of said tract, 196 feet; thence southerly parallel with the West boundary line of said tract, 220 feet; thence westerly parallel with the North boundary line of said tract, 196 feet to the West boundary line of said tract; thence northerly along the West boundary line of said tract, 220 feet to the point of beginning, situated in County of Wasco and State of Oregon, SUBJECT TO the rights of the public, if any, in and to said premises. EXCEPTING THEREFROM the portion conveyed by Sena Clawson and Alice L. Slawson, husband and wife, to Jay M. Herman and Alma Herman, husband and wife, by deed dated October 24, 1961 and recorded September 9, 1962, Micro-Film Image No. 62-0743.

7. Attorney Fees and Costs in the Event of Litigation.

In the event of litigation concerning this agreement, Applicant agrees to save and hold harmless the City from any claim, award, or judgment and to pay all costs of litigation incurred by the City including attorney fees in defending its rights hereunder regardless of the outcome of the litigation.

DONE AND DATED THIS 8th DAY OF July , 1987.

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

By: John Mabrey
Mayor

ATTEST:

By: Barbara Schroeder
City Clerk

STATE OF OREGON }
County of Wasco } ss.

Personally appeared before me this 8th day of July , 1987, Mayor John Mabrey and City Clerk Barbara Schroeder acknowledged the foregoing instrument to be their voluntary act and deed.

Mary R. Mohr
Notary Public for the State of Oregon
My Commission Expires: 6/25/91

APPLICANT:

BY: Ed James A. Denny Postor
Name , Title

BY: Robert B Clason Trustee
Name , Title

STATE OF OREGON }
County of Wasco } ss.

Personally appeared before me this 24 day of June , 1987, _____ acknowledged the foregoing instrument to be _____ voluntary act and deed.

Notary Public
Notary Public for the State of Oregon
My Commission Expires: 9-17-89

A RESOLUTION RESCINDING RESOLUTION NO. 87-52 PRESENTED IN THE JUNE 15, 1987 COUNCIL MINUTES AND READOPTING THE SUPPLEMENTAL BUDGET AS APPROVED BY THE BUDGET COMMITTEE FOR 1986-87.

WHEREAS, on June 15, 1987 the Council passed Resolution No. 87-52 adopting the supplemental budget as approved by the Budget Committee for 1986-87; and

WHEREAS, the format of the resolution should be changed to more appropriately define the supplemental budget changes;

NOW, THEREFORE, IT IS HEREBY RESOLVED that Resolution No. 87-52 is hereby rescinded and repealed, and in lieu thereof the following resolution is hereby adopted:

BE IT RESOLVED that the City Council of the City of The Dalles, hereby adopts the supplemental budget as approved by the Budget Committee for 1986-87, now on file at City Hall, 313 Court Street, The Dalles, Oregon.

RESOLUTION MAKING APPROPRIATIONS

BE IT RESOLVED that the City Council hereby also increases appropriations in the 1986-87 fiscal year Budget and that the supplemental budget is appropriated as follows:

GENERAL FUND

RESOURCES:	<u>Adopted Budget 1986-87</u>	<u>Supplemental Budget 1986-87</u>
PUD-Intergovernmental agreement	\$ -0-	\$ 125,000
LSCA Grant - Library	\$ 24,060	\$ 24,000
LSCA Grant - Carryover balance	\$ 6,741	\$ 5,935
Federal Revenue Sharing	\$ 23,238	\$ 47,907
TOTAL RESOURCES:	\$2,518,574	\$2,630,330
REQUIREMENTS:		
Administration	\$ 87,544	\$ 87,544
Finance & General	\$ 511,961	\$ 511,961
Planning/Building	\$ 88,208	\$ 97,590
Legal/Judiciary	\$ 123,740	\$ 123,740
Police	\$ 637,862	\$ 643,442
Fire	\$ 400,909	\$ 414,356
Ambulance	\$ 116,577	\$ 116,577
Communications	\$ 143,680	\$ 143,680
Library	\$ 198,270	\$ 202,424
General Operating Contingency	\$ 91,162	\$ 91,162
Transfers Out	\$ 35,000	\$ 35,000
All Other	\$ 83,666	\$ 202,854
TOTAL REQUIREMENTS:	\$2,518,579	\$2,670,330



STREET AND STORM SEWER ND

RESOURCES:

Adopted Budget 1986-87Supplemental Budget 1986-87Received from Federal Revenue
sharing

\$ 23,238

\$ 47,908

TOTAL RESOURCES:

\$ 776,738

\$ 801,408

REQUIREMENTS:

Total Personal Services

\$ 263,864

\$ 263,864

Total Materials & Services

\$ 102,250

\$ 102,250

Total Debt Service

\$ 4,525

\$ 4,525

Total Transfers Out

\$ 130,590

\$ 130,590

Total Capital Outlay

\$ 241,624

\$ 266,294

Total Contingencies

\$ 33,885

\$ 33,885

TOTAL REQUIREMENTS:

\$ 776,738

\$ 801,408

WATER BOND DEBT FUND

RESOURCES:

Total Taxes

\$ -0-

\$ 232,813

Total Other Revenue

\$ -0-

\$ 162,817

TOTAL RESOURCES:

\$ -0-

\$ 395,630

REQUIREMENTS:

Total Debt Service

\$ -0-

\$ 395,630

TOTAL REQUIREMENTS:

\$ -0-

\$ 395,630

DEBT SERVICE FUND

RESOURCES:

Total Other Revenue

\$ 190,000

\$ 183,000

TOTAL RESOURCES:

\$ 190,000

\$ 183,000

REQUIREMENTS:

Total Debt Service

\$ 115,220

\$ 115,220

Total Contingencies

\$ 74,780

\$ 67,780

TOTAL REQUIREMENTS:

\$ 190,000

\$ 183,000

WATER BOND RESERVE FUND

RESOURCES:

Total Taxes

\$ 277,000

\$ -0-

Total Other Revenue

\$1,492,700

\$1,490,580

TOTAL RESOURCES:

\$1,769,700

\$1,490,580

REQUIREMENTS:

Total Debt Service

\$ 395,630

\$ -0-

WATER BOND RESERVE FUND ONT.Adopted Budget 1986-87Supplemental Budget 1986-87

Total Transfers Out	\$ -0-	\$ 125,817
Total Capital Outlay	\$ 45,000	\$ -0-
Total Contingencies	\$1,329,070	\$1,364,763
TOTAL REQUIREMENTS:	\$1,769,700	\$1,490,580

FEDERAL REVENUE SHARING FUND

RESOURCES:

Total Other Revenue	\$ 46,566	\$ 95,815
TOTAL RESOURCES:	\$ 46,566	\$ 95,815

REQUIREMENTS:

Total Transfers Out	\$ 23,238	\$ 95,815
Total Contingencies	\$ 23,328	\$ -0-
TOTAL REQUIREMENTS:	\$ 46,566	\$ 95,815

LAND CONSERVATION & DEVELOPMENT

RESOURCES:

Total Other Revenue	\$ 6,675	\$ 6,675
TOTAL RESOURCES:	\$ 6,675	\$ 6,675

REQUIREMENTS:

Total Personal Services	\$ 6,575	\$ 4,125
Total Contractual Services	\$ -0-	\$ 2,500
Total Materials & Services	\$ 100	\$ 50
TOTAL REQUIREMENTS:	\$ 6,675	\$ 6,675

PUBLIC WORKS RESERVE

RESOURCES:

Total Other Revenue	\$ 49,591	\$ 49,591
TOTAL RESOURCES:	\$ 49,591	\$ 49,591

REQUIREMENTS:

Total Transfers Out:	\$ 30,000	\$ 15,000
Total Capital Outlay	\$ 19,591	\$ 34,591
TOTAL REQUIREMENTS:	\$ 49,591	\$ 49,591

SENIOR CENTER FUND

RESOURCES:

Adopted Budget 1986-87

Supplemental Budget 1986-87

Total Other Revenue

\$ 314,600

\$ 430,175

TOTAL RESOURCES:

\$ 314,600

\$ 430,175

REQUIREMENTS:

Total Capital Outlay

\$ 314,600

\$ 430,175

TOTAL REQUIREMENTS:

\$ 314,600

\$ 430,175

DONE AND DATED THIS 6TH DAY OF JULY, 1987.

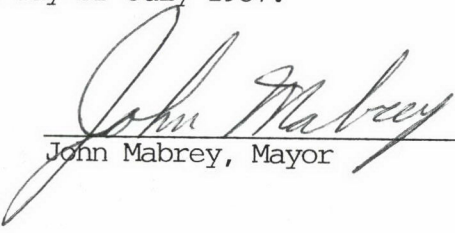
VOTING YES, COUNCILMEMBERS: CLARK, PROBSTFIELD, SMITH AND PHILLIPS

VOTING NO, COUNCILMEMBERS: NONE

ABSENT, COUNCILMEMBERS: WOODS


ABSTAINED, COUNCILMEMBERS: NONE

And approved by the Mayor this 6th day of July 1987.



John Mabrey, Mayor

ATTEST:



Barbara Schroeder
City Clerk/Treasurer

RESOLUTION NO. 87 - 63

A RESOLUTION APPROVING AN AGREEMENT WITH THE
DALLES POLICE OFFICERS ASSOCIATION

WHEREAS, The Dalles Police Officers 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
Police Officers Association expired June 30, 1986; and

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

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF THE
DALLES IS RESOLVED AS FOLLOWS:

Section 1. Contract Approved.

The 1986-88 contract negotiated between the City of
The Dalles' negotiator, the City Manager, and The Dalles
Police Officers Association is hereby accepted and approved
by the City Council.

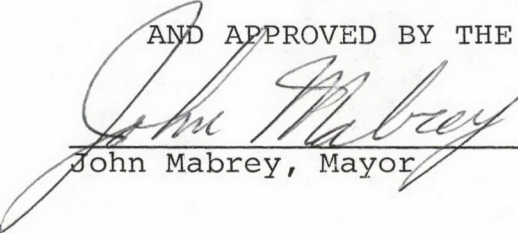
Section 2. Officials to Act.

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.


DONE & DATED THIS 6TH DAY OF JULY, 1987.

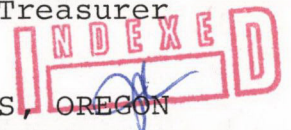
Voting Yes, Councilmembers:	CLARK, PHILLIPS, SMITH AND PROBSTFIELD
Voting No, Councilmembers :	NONE
Absent, Councilmembers :	WOODS
Abstaining, Councilmembers:	NONE

AND APPROVED BY THE MAYOR THIS 6TH DAY OF JULY, 1987.


John Mabrey, Mayor

ATTEST :


Barbara Schroeder,
City Clerk/ Treasurer



COPY

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF THE DALLES

AND

THE DALLES POLICE OFFICERS ASSOCIATION

EFFECTIVE

THROUGH JUNE 30, 1988

TABLE OF CONTENTS

ARTICLE 1	RECOGNITION.....	1
ARTICLE 2	MANAGEMENT RIGHTS.....	2
ARTICLE 3	UNION SECURITY.....	2
ARTICLE 4	CITY SECURITY.....	4
ARTICLE 5	NON-DISCRIMINATION.....	5
ARTICLE 6	UNION/CITY MEETINGS.....	5
ARTICLE 7	MISCELLANEOUS PROVISIONS.....	5
ARTICLE 8	SENIORITY.....	7
ARTICLE 9	WORKING OUT OF CLASSIFICATION.....	9
ARTICLE 10	HOURS AND OVERTIME.....	10
ARTICLE 11	HOLIDAYS.....	13
ARTICLE 12	VACATION.....	15
ARTICLE 13	SICK LEAVE.....	16
ARTICLE 14	OTHER PAID LEAVES.....	19
ARTICLE 15	UNPAID LEAVES.....	21
ARTICLE 16	WAGES.....	21
ARTICLE 17	TUITION REIMBURSEMENT PROGRAM.....	23
ARTICLE 18	EDUCATIONAL TRAINING AND EXPERIENCE INCENTIVE PROGRAM.....	23
ARTICLE 19	GRIEVANCE PROCEDURE.....	24
ARTICLE 20	FRINGE BENEFITS.....	26
ARTICLE 21	SAVINGS CLAUSE.....	28
ARTICLE 22	TERM OF AGREEMENT.....	28
APPENDIX A	MONTHLY WAGES.....	31

This Agreement is entered into this 6 day of JUN, 1987, between the City of The Dalles, Oregon, hereinafter referred to as the "City," and The Dalles Police Officers Association, represented by the Oregon Public Employees Union, hereinafter referred to as the "Union."

ARTICLE 1 RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for all employees in the Police Department holding positions listed in Appendix A hereof, with respect to wages, hours, and other conditions of employment.

The parties further agree that the classifications of Manager I (previously Sergeant), Manager II (previously Assistant Chief and Detective Sergeant), and Day Police Clerk, are specifically excluded from the bargaining unit as supervisory or confidential personnel.

Persons hired into the department under federal or state grants or funding through joint programs with other public agencies shall be subject to the conditions of the foregoing to the extent such coverage is consistent with the terms of such grant or agreement. The City will notify the Union in writing within 14 days of the date of hire as to those provisions of this Agreement, if any, which are not applicable to such employees.

ARTICLE 2 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 department, 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 therefore; 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 3 UNION SECURITY

- A. All employees covered by this Agreement who are not members of the Union and who have been employed in the bargaining unit for more than 30 days shall, as a condition of employment, pay to the Union an amount of money equal to the usual fees of members of the Union except as provided in the following paragraph.
- B. Employees objecting to Union membership based on bona fide religious tenets or teachings of a church or religious body of which the employee is a member, shall not be required to join the Union as a condition of employment or enter into a fair share agreement. Such an employee shall pay an amount of money equivalent to the usual fees of members of

the Union to a non-religious charity mutually agreed upon by the employee and the Union. The employee shall document verification of compliance with this provision.

- C. The Union shall give written notice to the City of the name of any employee not in compliance with the provisions of paragraphs A. and B. above. If the employee does not comply within 3 working days of such notice, the City will terminate the employment of the employee.
- D. The City, when so authorized and directed in writing by an employee on an authorized form approved by the City, will deduct Union dues and initiation fees from the wages of such employees. Deductions will be forwarded to the designated representative of the Union with a list of employees for which the deductions are made.
- E. Any changes of authorization for payroll deduction may be made upon written notice to the City and the Union prior to the 15th of each month, to be effective on the 1st day of the following month.
- F. The City will not be held liable for deduction errors, but will make proper adjustments with the Union as soon as is practical. The Union will indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City as a result of the City's discharge of any employee pursuant to the foregoing provisions.

ARTICLE 4 CITY SECURITY

The Union and its members, as individuals or as a group, will not initiate, cause, permit or participate, or join in any strike, work stoppage, slow down, picketing, or any other restriction of work. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established by the Union or by any other labor organization when called upon to cross such picket line in the line of duty. Disciplinary action, including discharge, may be taken by the City against any employee or employees engaging in a violation of this Article. Such disciplinary action may be undertaken selectively at the option of the City and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the City.

In the event of a strike, work stoppage, slow down, picketing, observance of a picket line, or other restriction of work in any form, either on the basis of individual choice or collected employee conduct, the Union will immediately upon notification attempt to secure an immediate and orderly return to work. This obligation and the obligation set forth above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance provisions of this Agreement.

ARTICLE 5 NON-DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, national origin, religion, race, political affiliation, or handicap. The Union and the City shall share equally in the responsibility for applying the provisions of this section in accordance with the affirmative action goals required under lawful regulations.

ARTICLE 6 UNION/CITY MEETINGS

Meetings arranged at the mutual agreement of the parties hereto for the purpose of processing grievances or dealing with other matters relative to safety or the administration of this Agreement shall not result in a loss of pay for those employees of the City who attend such meetings while on duty.

ARTICLE 7 MISCELLANEOUS PROVISIONS

A. Orders/Handbook:

The City will furnish employees copies of general and special orders from within the Police Department along with a copy of the City Employee Handbook at the time of the employee's appointment.

B. Bulletin Board:

The City agrees to furnish a suitable bulletin board in a convenient place to be used by the Union for posting of notices and bulletins. The Union shall limit its posting of

notices to such bulletin boards and all items so posted shall bear the initials of the authorizing Union representative.

C. Personnel File:

Employees shall have access to their personnel files in accordance with applicable ORS.

D. Eye Glasses:

In the event that eye glasses are broken in the line of duty and if the required repair or replacement is not provided by Worker's Compensation, medical insurance or from other sources, the City will reimburse the employee for reasonable costs for necessary repair or replacement.

E. Outside Employment:

Employment in law enforcement related functions by an employer other than the City is prohibited.

Employment that would create the potential for a conflict of interest (e.g., working at a night club or bar) shall also be prohibited. An employee who wishes to pursue secondary employment or self-employment activities shall advise the Chief in writing of that fact and provide a description of the nature of the activity. The employee shall also be required to submit written notice to the Chief of any significant change in the nature of his or her job duties.

Except as provided for above, outside employment shall not be restricted.

ARTICLE 8 SENIORITY

A. General Provisions:

1. The principles of seniority as provided in this Agreement shall be observed. Seniority is determined by the continuous length of an employee's service with the Police Department.
2. The City will provide the Union with a copy of the seniority list on July 1 of each year.
3. An employee shall lose all seniority in the event of voluntarily quitting or discharge.
4. "Continuous Service" is defined as that service from last day of hire unbroken by separation from City service other than by military, Peace Corps, vacation or sick leave. Time spent on other types of authorized leave will not count as time of continuous service; except that employees returning from such leave, or employees who were laid off, shall be entitled to credit for service prior to the leave or layoff.
5. Probationary Period: The probationary period for new police officers who are hired without a BPST basic certificate shall be 18 months. The probationary period for all other new employees shall be 12 months. Prior to completion of the initial probationary period, employees may be discharged at will. All promotions shall be subject to a 6-month probationary period.

6. Just Cause: Any employee who has completed a probationary period shall be disciplined only for just cause. Forms of discipline shall be limited to the following: written reprimand, suspension without pay, demotion to a lower paying classification and discharge. At the time such disciplinary action is taken the employee shall be provided with a written statement of the cause. The Union shall also be forwarded a copy of such statement. The provisions of this section shall be subject to the provisions of the grievance procedure.

7. Job Openings: In the event the City determines that 2 or more employees are equally qualified for a job opening within the bargaining unit for which current employees are being considered, the most senior employee shall be given the job.

B. Layoff and Recall:

1. Layoff: In the event the City determines a layoff to be appropriate, employees shall be laid off in the inverse order of their seniority in their classification. Any employee to be laid off who had advanced to the present classification from a lower permanent appointment classification shall be given a position in a lower classification in the same department. Seniority in the lower classification shall be estab-

lished according to the date of permanent appointment to that classification.

2. Recall: Employees shall be recalled from layoff to any position openings that occur within the classification from which the layoff occurred during the first 24 months following the date of the layoff. No new employees shall be hired in one of the classifications until all employees in that classification on layoff status desiring to return to work have been recalled. To maintain eligibility for recall, an employee must maintain a current address where he or she can be reached. Upon notification regarding a vacant position, an employee shall have 72 hours in which to notify the City of acceptance or rejection of a position offered and an additional 8 days therefrom in which to return to work. Non-compliance of these provisions by employees shall be deemed voluntary resignation.

ARTICLE 9 WORKING OUT OF CLASSIFICATION

- A. Employees qualified for a promotion and on a waiting list may be designated to temporarily accept the responsibilities and carry out the duties incident to a position or rank senior to that of their permanent rank for a continuous period of no longer than 5 days without additional compensation. Employees shall be paid at the rate for such higher

position or rank for all time worked in excess of 5 days. The provisions of this section are not applicable in instances where an officer is substituting for an employee who is on vacation.

B. Payment for working out of classification will be made according to the following guidelines:

1. An employee shall be paid at the first step of the range being filled or if the employee's salary, including educational training and experience incentive pay, is equal to or greater than the salary of the first step of the range of the position being filled, then the employee will be paid at the nearest step in the new position pay range that is higher than his/her present salary.
2. No employee shall be reduced in pay on account of such temporary assignment.

ARTICLE 10 HOURS AND OVERTIME

A. Hours:

A normal work day to be assigned by the City shall be one of the following:

1. An eight and one-half (8-1/2) hour day including a 45 minute lunch period and two 15-minute break periods. (Such lunch and break periods are taken while on duty and employees are subject to call without additional compensation except that in the event the employee's

shift commander is, due to operational requirements, unable to allow at least a 1/2 hour lunch break, the difference between 1/2 hour and the time actually allowed if any, will be credited as overtime.)

2. Employees not involved in continuous operations may be assigned to work an 8 hour day exclusive of a lunch period of from 1/2 to 1 hour but including two 15-minute on-duty break periods.

B. Overtime:

1. All authorized time spent in the performance of assigned duties to the nearest 1/4 hour, in excess of the applicable normal work day as defined above, shall be designated as overtime and thereby subject to pay at 1-1/2 times the employee's regular hourly rate of pay, or at the option of the employee, overtime shall be paid in compensatory time off at the same rate. The accrued bank of compensatory time off shall not exceed 40 hours. Compensatory time off shall be taken at a time mutually satisfactory to the employee and the City. Any hours worked on the 6th or 7th days of the employee's regular work week except when a shift change has occurred shall also qualify as overtime work.

2. Call Back:

Any time spent not contiguous to the employee's regular

work schedule shall be designated as call back and paid for as follows:

a. General Provision:

Except as provided below, a minimum of 2 hours at the applicable rate shall be credited.

b. Court Appearance:

(1) If an employee is to appear in court except as provided below, the minimum credited call back time shall be 1 hour.

(2) "D" shift personnel who are required to appear in day court shall receive a minimum of 2 hours.

(3) Days Off/Municipal Court: If an employee is required to appear in municipal court on his/her day off, the minimum call back pay shall be 4 hours. The employee's day off for purposes of this section shall be any time specified for reporting for court that is more than 8 hours before or after the employee's scheduled shift hours. If an employee's scheduled shift hours have been changed within the preceding 2 weeks this section shall not apply.

(4) As a condition of receipt of regular or overtime pay, as applicable, for the time involved for a duty connected court appear-

ance, all witness fees, mileage allowance and related remuneration paid for an appearance in court proceedings shall be turned over to the City.

- c. Correct Improper Work: Time spent by employees called back to correct improper or incomplete work that should have been performed during normal working hours shall not be compensated.

C. Shift Change:

Notice of any permanent change in the regular work schedule will be posted at least 2 weeks in advance. The foregoing shall not apply when the change in schedule is for reasons beyond the control of the City. The shift rotation shall include the rotation of days off so as to provide all bargaining unit employees an equal opportunity to receive weekend time off.

D. Standby:

Investigators and other employees who are assigned to standby and be available for call shall be paid \$5.00 per 8-hour shift for the duration of such standby. Employees may, however, voluntarily agree to be available for work without additional compensation.

ARTICLE 11 HOLIDAYS

- A. The following days shall be recognized and observed as guaranteed paid holidays:

New Year's Day	January 1
Lincoln's Birthday	First Monday in February
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

The employee's birthday shall also be observed as a paid holiday.

- B. If a holiday falls on an employee's scheduled work day, he/she shall receive an additional 8 hours pay for working that day or at his/her option may take credit for 8 hours of postponed holiday time.
- C. If a holiday falls on an employee's scheduled day off, he/she shall receive 8 hours of postponed holiday time.
- D. Postponed holiday time as described above shall be taken at a time mutually satisfactory to the employee and the Chief of Police.
- E. Postponed holiday time shall accrue to a maximum of 24 hours. All accrued in excess of 24 hours shall be paid in cash at the equivalent rate.
- F. Should an employee be on authorized leave when a holiday occurs, that holiday shall not be charged against his/her leave.

- G. Upon termination of an employee for any reason, or in the event of his/her death, he/she shall be paid a lump sum for all earned but unused postponed holiday time for which he/she is entitled to be paid.

ARTICLE 12 VACATION

- A. Vacation leave with pay shall accrue at the following rates:

<u>YEARS OF SERVICE:</u>	<u>HOURS OF VACATION PER MONTH</u>	<u>ANNUAL EQUIVALENT</u>
After 1 year and up to 5 years	6.67	80 hours
More than 5, less than 10	8.00	96 hours
More than 10, less than 20	10.00	120 hours
20 years or more	13.33	160 hours

- B. Accrued vacation shall be credited as earned vacation for each month of service, in accordance with A. above, except that vacation accrued during the first 12 months of continuous service shall not be credited as earned vacation until the employee completes the first 12 months of continuous service.

- C. Any vacation accrued in excess of 2 times the annual accrual as of July 1st of any given year will be forfeited provided that in the event an employee requested vacation but was denied its usage, the excess accrued vacation shall be paid in cash to the employee. Vacation shall normally be requested at least 4 weeks in advance and approved or denied at least 2 weeks prior to the first day of such vacation.

- D. Upon the termination of an employee, he/she shall be paid for all earned but unused vacation at the employee's current wage rate.
- E. If the employee is either sick or hospitalized prior to going on vacation, he/she may call the Department Head and cancel his/her vacation and not be charged until he/she comes back to work and reschedules his/her vacation.
- F. Preference in vacation, compensatory time off and holidays scheduling shall be by seniority. Vacation requests are to be on a roster circulated by seniority in January of each year, and subject to shift sergeant and Chief of Police approval. Such exercise of seniority shall be limited to 1 selection of 1 vacation period per each calendar year.

ARTICLE 13 SICK LEAVE

A. Accrual:

Sick leave with pay shall accrue at the rate of 8 hours per month to a maximum of 800 hours. Sick leave payments will be limited to the first 90 calendar days of any disability. Unused sick leave shall not be paid upon termination or death. When an employee must be away from the job because of a serious illness in the immediate family, such time off may be granted by the Police Chief and charged against sick leave time. Except as provided in the Workers' Compensation section, sick leave will be allowed only when an employee is unable to work because of illness or off-the-job injuries

and not for disabilities resulting from outside employment. Verification of illness by a doctor's certificate may be requested by the City if it appears that sick leave is being abused.

B. Part Days:

If an employee reports for work, then goes home due to sickness, credit will be given for 1/2 day worked if he/she leaves in the first half of the shift, or full day's credit will be given if he/she goes home in the last half of the shift.

C. Industrial Accident:

When an employee has suffered a compensable injury while on the job for the City for which he/she receives benefits under the Workers' Compensation Law, the City shall continue to provide the employee with those benefits specified in Article 16, Fringe Benefits, hereof, including the employer's contribution to retirement on the same basis as would apply if the employee were working during the first 3 calendar months of such temporary total disability.

Paid sick leave benefits shall not be available in the event of a compensable injury as described above, except if the time loss injury is for less than 14 calendar days, in which event, sick leave benefits shall be available for the day of the injury and for the next 2 calendar days. However, in the event Workers' Compensation benefits have been exhausted, sick leave shall be available. In the event an

employee is injured while on the job with an employer other than the City, or while self-employed (any activity that could be covered by Workers' Compensation), no sick leave shall be available, nor shall the City continue to make fringe benefits contributions. In such instance, the employee shall be on an unpaid leave of absence until sufficiently recovered to be able to return to work.

D. Termination:

All sick leave benefits shall terminate and/or be forfeited upon termination of employment for any reason.

E. Limitations:

No City employee shall be entitled to sick leave pay while absent from duty due to the following causes:

1. Disability arising from any sickness or injury purposely inflicted.
2. Sickness or disability sustained while on leave of absence without pay.
3. Inability to properly perform required duties because of intoxication.
4. Injury or illness that is sustained while engaged in employment, either self or for a third party, other than for the City, provided such employment can be covered under Workers' Compensation.

F. Bonus Incentive:

Regular employees who have accumulated the maximum number of days (100) and do not use more than 2 days sick leave for a

period of 6 months shall be awarded 5 days off, or 5 days pay, or a combination of 3 days pay, 2 days off, whichever they desire. Five days would then be subtracted from the maximum 100, and the employee will again start accruing towards the maximum from 95 to 100 at the one-day-per-month rate. This cycle will then repeat. Upon qualification, the employee will have up to 90 days to take advantage of these options.

Should the employee request pay, payment will be made immediately or within a 90-day period specified by the employee.

Days taken off will be mutually agreed upon between the employee and his/her supervisor within the 90-day period.

ARTICLE 14 OTHER PAID LEAVES

- A. 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 superior 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. Court appearances that are duty-related shall be compensated for in accordance with Article 10, Section B.

B. Compassionate Leave:

1. Immediate Family: Necessary time off with pay to travel, make funeral arrangements and attend the funeral to a maximum of 40 hours may be granted in the event of a death in the immediate family. As used herein, "immediate family" includes: spouse, parents, children, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, and daughter-in-law.
2. Other Funerals: When an employee serves as a pall-bearer, or in some other way participates in a funeral ceremony other than as provided for in part 1., he/she may be granted time to perform such duty. Time not worked because of such absence will not affect vacation or sick leave accrued.

C. Other Paid Leaves: The City may grant paid leave for educational or other reasons as appropriate at its discretion. All leaves of absence with pay shall count as time worked for purposes of this Agreement.

ARTICLE 15 UNPAID LEAVES

- A. Upon written application and written permission from the City, leaves of absences for personal reasons may be granted to permanent employees.
- B. A leave of absence from work for a period of up to 6 months shall be allowed in the case of physical disability to include pregnancy. Extensions beyond 6 months may be made by mutual agreement. Employees on medical leave shall continue to accrue seniority for the period of leave but shall not accrue vacation, sick leave or other benefits.
- C. As a condition of receipt of medical leave the employee may be required to certify his or her intent to return to City employment upon physician's release to do so. A physician's release shall be required as a condition of returning to work. The City may require the confirmation of a second physician retained at its expense when cause to question the employee's physician relative to any of the above determinations may exist.

ARTICLE 16 WAGES

- A. Appendix A:

The wages are set forth in the schedule attached hereto and incorporated herein.

- B. Step Placement:

Normally an employee will be appointed at the base step of the range established for his/her classification. A new em-

ployee or promoted employee is eligible for consideration for advancement 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 be eligible for additional increases following each 12 months continuous service until he/she reaches the top of his/her range. 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.

C. Payment of Salary:

Compensation shall be deemed to mean compensation per month. All employees shall be paid on the basis of the ratio of the actual number of days or hours worked, including authorized absence with pay to the total number of working days or hours, including authorized holidays in each month. Pay days shall be monthly.

D. New Job Classifications:

In the event the City creates a new job classification or substantially modifies the duties and responsibilities of an existing classification, it shall notify the Union before a wage is set.

The City shall, at the Union's request, meet with the Union to negotiate a wage rate before the new classifications are implemented.

E. Merit Evaluation:

The City and the Union shall appoint a joint committee to be composed of three representatives of the Union and three representatives of the City. The committee shall make recommendations to the City with respect to:

1. The performance indicators upon which evaluations are to be based, and
2. The procedures that are to be utilized in the evaluation process.
3. With regard to this section E, the City may at its discretion pay employees more than the amounts specified in Appendix A hereof.

ARTICLE 17 TUITION REIMBURSEMENT PROGRAM

An employee who voluntarily attends a course of instruction which is directly related to the business of the City may receive tuition from the City if he/she has successfully completed the course of instruction and if, prior to employee's attending the course of instruction, the City agrees in writing to pay one-half (1/2) tuition, if grade of "C" or better is attained.

ARTICLE 18

EDUCATIONAL TRAINING AND EXPERIENCE INCENTIVE PROGRAM

The City agrees to pay the premiums set forth below to those Patrol Officers who qualify under the following terms:

1. A 3% per month premium to those officers who possess intermediate certificates from the Board on Police Standards and Training, and 4 years service with the City of The Dalles Police Department.
2. A 6% per month premium to those officers who possess an advanced certificate from the Board on Police Standards and Training, and 8 years service with the City of The Dalles Police Department.
3. In addition to the aforementioned requirements to receive a premium, a participating officer must maintain a satisfactory merit rating and obtain at least 20 hours of approved in-service training each year without pay. The City shall have an obligation to make such training available.

ARTICLE 19 GRIEVANCE PROCEDURE

- A. To promote better relations, the parties agree to settle any dispute as to the meaning or interpretation of this Agreement by the following procedure:
 1. STEP ONE: After first attempting to resolve the grievance informally, the Union, or any employee with notice to the Union, may claim a breach of this Agreement in writing to the employee's most immediate supervisor not within the bargaining unit within 15 days from the occurrence thereof or in the event of the employee's absence, within 15 days of his/her return. The notice shall include: (1) statement of the griev-

ance and relevant facts; (2) provision of the contract violated; and (3) remedy sought. The supervisor shall respond to the grievance in writing within 5 days with a copy to the Union.

2. STEP TWO: If, after 5 days from the date of submission of the grievance to the immediate supervisor the grievance remains unadjusted, the grievance may be submitted within 5 days to the City Manager or his/her designee. Such submission shall include a copy of all materials submitted or received at the preceding step hereof and cover letter specifying the step and party to which the grievance is being pursued. The City Manager may meet with the aggrieved party and the Union representatives and shall respond to the grievance in writing within 10 days, with a copy to the Union.

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

able to both parties. Expenses of the arbitrator shall be borne equally by the parties; however, each party shall be responsible for compensating its own witnesses and representatives. The arbitrator shall have authority to consider only a claim based upon a specific provision of this Agreement and shall have no authority to add to, modify or detract from this Agreement. Any decision of the arbitrator within the scope of this Agreement shall be final and binding upon the parties.

B. Time Periods:

The time periods specified in this Article are calendar days and may be extended or modified only by mutual written consent. Failure by the Union to comply with a specified time period shall constitute acceptance of the City's position at the preceding step. Failure by the City to comply with a specified time period shall constitute rejection of the grievance at that step and thereby automatically move the grievance to the next step. All obligations pertaining hereto in this procedure terminate upon the expiration of this Agreement, provided that any grievance filed before the expiration date hereof shall be processed in accordance with this procedure.

ARTICLE 20 FRINGE BENEFITS

A. Health and Dental:

The City shall provide for each employee and his or her dependents the current KMSB or overall equivalent coverage:

- B. Life Insurance: The City shall continue to provide \$10,000, 24-hour life insurance coverage for each employee. The employee may obtain \$10,000 dependent life coverage by payroll deductions.
- C. Retirement: The existing Standard Plan shall be continued.
- D. Long-term Disability: So long as the Standard Insurance Retirement Plan is continued, the City will continue to maintain the established long term disability insurance plan.
- E. Mileage and Expenses: An employee authorized and directed to use his or her own vehicle in the performance of official City duties shall receive reimbursement for such travel in an amount equivalent to that allowed by the Internal Revenue Service for business mileage (currently 21.5 cents per mile). Any change in the amount allowed for mileage shall become effective upon the first of the month following the month in which the change is announced by the IRS. Subsistence allowance for authorized official overnight trips will be compensated on the basis of reasonable actual expense.
- F. Clothing and Uniform: If an employee is required to wear a uniform, such uniform shall be furnished at no cost to the employee by the City.
- G. Liability Insurance: The City agrees to provide liability insurance, providing protection for possible claims arising

out of acts committed by the employees in the discharge of their duties and in the course of their employment, provided the claims do not result in a judgment resulting from willful and wrongful acts or gross negligence of such employee. Such insurance shall cover all costs, including attorney's fees connected with proposed or threatened suits and negotiated settlements.

ARTICLE 21 SAVINGS CLAUSE

If any article or section of this Agreement or any addition thereto should be held invalid by operation of the law, or by any lawful tribunal having jurisdiction, or if compliance with or enforcement of any article or section should be restricted by such tribunal, the remainder of this Agreement and its addenda shall not be affected thereby. If such event occurs, the parties agree to enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 22 TERM OF AGREEMENT

- A. Except as otherwise indicated herein, this Agreement shall be effective on the day of signing by both parties, and shall remain in full force and effect through June 30, 1988. After ratification, this Agreement shall not be modified in whole or in part by the parties except by instrument, in writing, duly executed by both parties.

B. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the City's direction and control.

FOR THE DALLAS POLICE OFFICERS ASSOCIATION affiliated with OREGON PUBLIC
EMPLOYEES UNION:

Alice L. Dale
Alice L. Dale, Executive Director

DM Portwood
Local President

6-17-87
DATE

6-18-87
DATE

FOR THE CITY OF THE DALLAS:

John Mabey
MAYOR

Bonnie Schroeder
CLERK

7-6-87
DATE

APPENDIX A

A. Monthly Wages: Effective retroactive to July 1, 1986, and through June 30, 1987:

	<u>BASE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
Former Corporal*					1775
Patrol Officer	1465	1535	1602	1674	1740
Police Clerk/Meter	1026	1073	1122	1170	1217
Officer					

B. Monthly wages: Effective July 1, 1987 through June 30, 1988:

Each of the monthly wages rates specified in Section I above shall be adjusted by the "CPI" plus 1.0%, subject to the following:

- (a) If the CPI plus 1.0% is a total of less than 3.0%, the above formula shall be replaced by 3.0%.
- (b) If the CPI plus 1.0% is a total of greater than 6.0%, then the above formula shall be replaced by 6.0%.
- (c) The "CPI" as used herein shall be the increase in the All Cities Average Wage Earners and Clerical Workers, expressed as a percentage, occurring between January 1986 and January 1987.

[DALLESPD.F87]

* Only those employees who were previously classified as a corporal shall be designated as former corporals.

RESOLUTION NO. 87 - 62

A RESOLUTION AUTHORIZING OFFICERS TO ACT

WHEREAS, The Dalles Irrigation District, a political subdivision of the State of Oregon, desires to enter into an agreement with the City of The Dalles, a municipal corporation, relating to the repair and maintenance of a foot traffic bridge located in the city limits of the City of The Dalles, crossing Mill Creek at Jordan Street, north of W. 8th and south of W. 6th Street; an agreement which is attached hereto as Exhibit A; and

WHEREAS, the City Council deems it necessary and desirable in the public interest to enter into said Agreement;

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

Section 1. Agreement Approved.

The execution of the agreement, a copy of which is attached hereto and made a part hereof, is hereby authorized by the City of The Dalles.

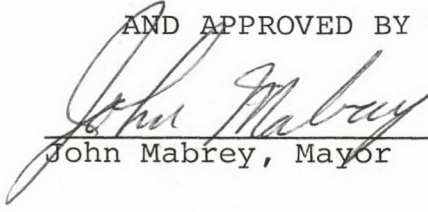
Section 2. Officers to Act.

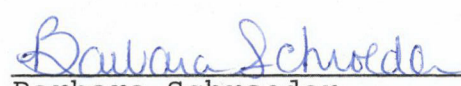
The Mayor, City Clerk and such other officers and employees of the City of The Dalles are hereby authorized and instructed to execute the agreement on behalf of the City and to do such other acts as are necessary and proper.

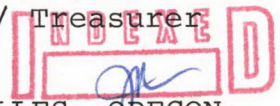
DONE & DATED THIS 6TH DAY OF JULY, 1987.

Voting Yes, Councilmembers:	CLARK, PHILLIPS, SMITH AND PROBSTFIELD
Voting No, Councilmembers :	NONE
Absent, Councilmembers :	WOODS
Abstaining, Councilmembers:	NONE

AND APPROVED BY THE MAYOR THIS 6TH DAY OF JULY, 1987.


John Mabrey, Mayor

ATTEST: 
Barbara Schroeder,
City Clerk/Treasurer



AGREEMENT

This Agreement is entered into between the City of The Dalles, a municipal corporation, (hereinafter "City"), and The Dalles Irrigation District, a political subdivision of the State of Oregon, (hereinafter "District"),

WHEREAS, District operates a water transmission line; and

WHEREAS, said line crosses Mill Creek in the City of The Dalles on an elevated bridge; and

WHEREAS, there is a footbridge open to public foot traffic constructed on said pipeline at the point said water line bridges Mill Creek; and

WHEREAS, City and District wish to memorialize their agreement regarding the repair and maintenance of said foot bridge. Now, therefore,

IT IS HEREBY AGREED THAT:

1. The above recitals are incorporated herein by reference.
2. Mutual consideration is acknowledged.
3. City shall maintain and repair said footbridge, including the walking surface, side rails, and pedestrian approaches. Maintenance and repairs shall be done at such times and places and in such a manner so as to maintain said footbridge and pedestrian approaches in a safe condition for pedestrians.
4. Provided, however, that in the event said footbridge requires painting, District shall bear the cost of same, and retain such contractors as it deems advisable to perform the painting.

5. This agreement shall become effective upon its execution by both parties.

SIGNED:

ATTEST:

X

John Mabrey
Mayor John Mabrey
City of The Dalles

X

Barbara Schroeder
Barbara Schroeder
City Clerk/ Treasurer

Don W Bailey
President Don W. Bailey
The Dalles Irrigation District

STATE OF OREGON)
) ss.
County of Wasco)

July 8, 1987

PERSONALLY APPEARED John Mabrey, who being duly sworn did say that he is the Mayor of the City of The Dalles and that said instrument was signed on behalf of the City of The Dalles by authority of its City Council; and he acknowledged said instrument to be its voluntary act and deed.

BEFORE ME:

Mary R. Moh
Notary Public for Oregon
My commission expires: 6/25/91

STATE OF OREGON)
) ss.
County of Wasco)

June 3, 1987

PERSONALLY APPEARED Don W. Bailey, who being first duly sworn did say that he is the President of the Board of Directors of The Dalles Irrigation District and that said instrument was signed on behalf of said District by authority of its Board of Directors; and he acknowledged said instrument to be its voluntary act and deed.

BEFORE ME:

J. Ann At
Notary Public for Oregon
My commission expires: 6/22/89

RESOLUTION NO. 87 - 61

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

WHEREAS, at the regular City Council meeting of April 20, 1987
the Council authorized the Public Works Director to call for bids for
the installation of 17,460 s.y. paving fabric and 2,494 ton Class "C"
Asphaltic Concrete Pavement; and

WHEREAS, Mid-Columbia Paving Co. was the low bidder in the amount
of \$97,892.00; 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 install paving fabric and Class "C" Asphaltic concrete
pavement.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF THE DALLES
RESOLVES AS FOLLOWS:

Section 1: Contract Approved.

The Contract between the City of The Dalles and Mid-Columbia
Paving Co. for installation of 17,460 s.y. of paving fabric and 2,949
ton of Class "C" asphaltic concrete pavement is hereby approved and
ratified.

Section 2: Officers to Act.

The action of the Mayor and City Clerk/Treasurer in signing the
Notice of Award and Contract on behalf of the City is hereby confirmed
and ratified.

1 IT IS FURTHER RESOLVED: That upon Mid-Columbia Paving Co.'s
2 filing appropriate bonds and insurance, Public Works Director, Rod
3 McKee is authorized to sign a Notice of Award and Notice to Proceed to
4 proceed with construction.
5

6 DONE AND DATED THIS 6TH DAY OF JULY , 1987.

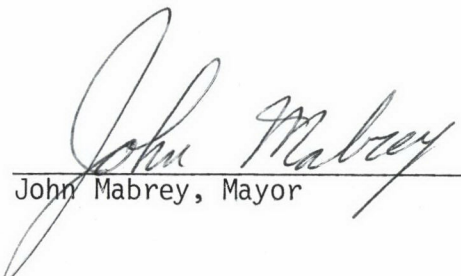
7 Voting Yes, Councilmembers: PROBSTFIELD, PHILLIPS, SMITH AND PROBSTFIELD

8 Voting No, Councilmembers: NONE

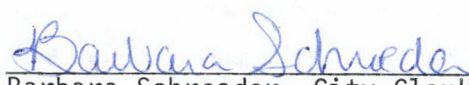
9 Absent, Councilmembers: WOODS

10 Abstaining, Councilmembers: NONE
11

12 APPROVED BY THE MAYOR THIS 6TH DAY OF JULY , 1987.
13

14
15
16 
17 John Mabrey, Mayor

18
19 ATTEST:


20 Barbara Schreoder, City Clerk/Treasurer
21
22
23
24
25
26



CITY of THE DALLES

313 COURT STREET

THE DALLES, OREGON 97058

July 6th, 1987

Engineering Department:

To: Mayor and City Council of The Dalles, Oregon

Re: 1987 Street Improvement Project No. 2

I recommend to award the bid to Mid-Columbia Paving Company in the amount of \$97,892.00 for installation of 17,460 s.y. paving fabric and 2,494 ton of Class "C" Asphaltic concrete pavement.

The estimate cost for this street improvement project was \$104,127.00.

Rod McKee, P.E.
City Engineer

RM/KM/sd

DEPARTMENT OF PUBLIC WORKS /
ENGINEERING DEPARTMENT

[illegible]

RESOLUTION NO. 87 - 60

A RESOLUTION EXEMPTING THE PURCHASE OF A
REFURBISHED 147MB DISC DRIVE SUBASSEMBLY
FROM OMEGA HARDWARE SERVICES, INC. FROM
COMPETITIVE BIDDING.

WHEREAS, sufficient funds are not available for the City to purchase a new
147MB disc drive subassembly; and

WHEREAS, a refurbished 147MB disc drive subassembly approved for monthly
maintenance by Omega Hardware Services Inc., is available for a cost within the
appropriated budget; and

WHEREAS, increased disc capacity is necessary for any further expansion of
the Data General computer system;

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF
THE DALLES THAT:

The City of The Dalles purchase:

One reconditioned Data General model 6161 147MB disc drive subassembly
complete with controller, cables and hardware with one 50MB Data General
model 6234 disc drive subassembly as an exchange.

IT IS FURTHER RESOLVED that said purchase be exempt from competitive bidding.

DONE AND DATED THIS 6TH DAY OF JULY, 1987.

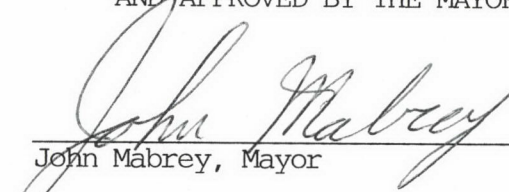
Voting Yes, Councilmembers: PHILLIPS, CLARK, SMITH AND PROBSTFIELD

Voting No, Councilmembers: NONE

Absent, Councilmembers: WOODS


Abstaining, Councilmembers: NONE

AND APPROVED BY THE MAYOR THIS 6TH DAY OF JULY, 1987.



John Mabrey, Mayor

ATTEST:



Barbara Schroeder
City Clerk/Treasurer



July 1, 1987

TO: Mayor and City Council

FROM: Barbara Schroeder *Baillano*
City Clerk/Treasurer

SUBJECT: Refurbished 147mb disk

On Monday July 6, 1987 I will be asking you to waive the competitive bid process, declare an emergency and allow me to purchase a refurbished 147mb disk drive for our Data General Computer system.

As you know, we have had problems with the current General Ledger program. The software company has a new General Ledger program that will fit our needs, however, we need more disk capacity before we can install this program. There is \$10,000.00 budgeted for this expense in the 87-88 budget.

Attached you will find a quote from our Hardware Maintenance Company for \$8,000.00. This quote provides for a \$500.00 savings to us if we can purchase the disk by July 10, 1987. They are able to provide this discount if they can combine our order with that of another customer.

We have delayed this purchase for the last two years and can no longer delay. We need the increased disk capacity to improve our system.

Thank you for your consideration of this matter.

(503) 667-1000

(503) 256-2568

OMEGA HARDWARE SERVICES, INC.

JIM HYLLAND

SALES REPRESENTATIVE



999 N. FRONTAGE ROAD
P.O. Box 407
TROUTDALE, OREGON 97060

Omega Hardware Services, Inc.

1122 N.E. 122nd ■ Suite C-118
Portland, Oregon 97230
(503) 256-2568

Barbara Schroeder
Finance Director
City of The Dalles
313 Court Street
The Dalles, OR 97058

June 29 1987

Dear Barbara,

This is the proposal I discussed with you over the phone. There is one change to the effect that if we can install within the next two weeks we can save you approximately five hundred dollars. Your current 50mg disc drive should be replaced before we install the new version of GL and AP so now is the right time if you can get approval so soon. For the same 147mg drive that Doug estimated earlier this year for \$8,500.00 dollars we can supply one now for \$8,000.00 dollars. We have another customer who has ordered one and if we can get two at one time our vendor will discount a bit more. A 73mb disc drive is available also but, for half as much capacity you pay nearly 90% as much money. Both these drives are very dependable and our experience with the 73mb and the 147mb sizes are actually better than with the 50mb size like your present one.

This 147mb drive is the same as the City of Redmond has so they can verify to its speed and quality. This disk will be able to handle all of the detail history files for the new version of UB and still have room to grow. A 73mb size might handle your needs short term but I don't think it will be enough long term, especially if you were to add any totally new software modules after your payroll.

The price quoted below covers delivery and installation of hardware only, and it is on an exchange basis for your current drive. Payment would be due upon installation and operation in your system.

1 reconditioned Data General model 6161 147mb disc drive
subassembly complete with controller, cables and hardware

installed exchange price \$8000.00

I hope you can take advantage of this offer. I apologize for the tight time frame but the discount should work in your favor. If the time is not best for you please don't hesitate to say so. This quote is good till 7/10/87.

Sincerely



Jim Hylland

RESOLUTION NO. 87 - 59

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE
CITY OF THE DALLES AND DUFFY CONSTRUCTION.

WHEREAS, at the regular City Council meeting of January 19, 1987, the Council authorized the Public Works Director to call for bids for the installation of insulated steel sectional doors; and

WHEREAS, Duffy Construction was the low bidder in the amount of \$10,653.00 ; and

WHEREAS, it is in the public interest to execute a Notice of Award and Contract between the City of The Dalles and Duffy Construction to furnish and install the insulated steel sectional doors.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF THE DALLES RESOLVES AS FOLLOWS:

Section 1: Contract Approved.

The Contract between the the City of The Dalles and Duffy Construction for installation of insulated steel sectional doors for the Public Works Facility is hereby approved and ratified.

Section 2: Officers to Act.

The action of the Mayor and City Clerk/Treasurer in signing the Notice of Award and Contract on behalf of the City is hereby confirmed and ratified.

IT IS FURTHER RESOLVED: That upon Duffy Construction's filing appropriate bonds and insurance, Public Works Director, Rod McKee is authorized to sign a Notice of Award and Notice to Proceed to proceed with construction.

DONE AND DATED THIS 6TH DAY OF JULY, 1987.

Voting Yes, Councilmembers: CLARK, PHILLIPS, PROBSTFIELD AND SMITH

Voting No, Councilmembers: NONE

Absent, Councilmembers: WOODS

Abstaining, Councilmembers: NONE

APPROVED BY THE MAYOR THIS 6TH DAY OF JULY , 1987.



John Mabrey, Mayor

ATTEST: 

Barbara Schroeder, City Clerk



CITY of THE DALLES

313 COURT STREET

THE DALLES, OREGON 97058

June 30, 1987

Honorable Mayor and City Council of The Dalles, Oregon.

Re: Overhead doors for Public Works shop

Ladies and Gentlemen:

Sometime ago we advertised for bids to replace the nine (9) shop doors in the main building of the Public Works shop. Only one bid was received in the amount of \$14,282.00 from Duffy Construction, The Dalles.

The bid was considerably higher than I anticipated, based on some earlier discussions with various door manufactures. As it turns out because all the door openings are odd size, the doors must be special ordered and cost more.

I have been working with Duffy Construction to try and bring the door installation in line with what it should cost. By modifying the specifications slightly and eliminating painting by the contractor, Duffy Construction proposes to furnish and install nine (9) insulated steel sectional doors for \$10,653.00

I would recommend award of Contract No. 87-007 to Duffy Construction in the amount of \$10,653.00.

Respectfully submitted,


Rod McKee, P.E.

RM/cw

PERSONAL SERVICES CONTRACT

This Agreement made this 17th day of August, 1987, by and between the City of The Dalles, a municipal corporation of the State of Oregon, hereinafter called "Client," and Shannon and Wilson, Inc., a Washington corporation, licensed to act as Consultants in Oregon, hereinafter called "Consultants."

WITNESSETH

WHEREAS, the Client has heretofore selected Shannon and Wilson, Inc. as Consultants for the Kelly Avenue Landslide Stabilization project; and

WHEREAS, the Client has determined it to be in its best interest to proceed with the third phase of said project; and

WHEREAS, the Consultants submitted a proposal dated July 22, 1987 to accomplish said third phase.

NOW, THEREFORE, in return for the promises and covenants contained herein, Client and Consultants are mutually agreed to be bound to one another as set out below.

Consultant agrees to undertake the work leading to the successful installation of a dewatering wellfield and monitoring system as outlined in the Project Schedule, Schedule B, attached hereto and by this reference incorporated herein as if fully set out.

The Consultants work does not include the construction of the wells, installation of the pumps, construction of the discharge-collection system, or the design furnishing and installation of a telemetry system for off-site monitoring of well performance.

Work will be performed in the manner described in Consultants Scope of Work, Schedule C, attached hereto and by this reference incorporated herein as if fully set out.

Client shall pay Consultants a sum not to exceed \$321,270 payable as set out in the payment clause of the General Provisions, Schedule A, attached hereto and by this reference incorporated herein as if fully set out.

This contract consists of:

- | | |
|---|-----------------|
| 1. Contract Form | <u>2</u> pages |
| 2. Schedule A
General Provisions | <u>11</u> pages |
| 3. Schedule B
Project Description | <u>2</u> pages |
| 4. Figure 1
Project Schedule | <u>1</u> pages |
| 5. Schedule C
Scope of | <u>7</u> pages |
| 6. Schedule D
Resource/Cost Allocation | <u>7</u> pages |

This document is an integrated writing, executed by the parties after negotiation and discussions of all material provisions. No inducements, concessions or representations of fact have been relied upon by either party except as set forth in this agreement and Consultant's proposal.

In witness whereof the parties have executed this contract at The Dalles, Oregon, upon the date first written above.

CITY OF THE DALLES

By: _____
John Mabrey, Mayor

ATTEST: _____
Barbara Schroeder
City Clerk/Treasurer

SHANNON AND WILSON, INC.

By: _____

Title: _____

Schedule 'A'

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 a study and reports concerning the installation and effectiveness of a well field to produce ground water lowering and improved stability to the Kelly Avenue Landslide as set out in Schedules B, C, and D. The work does not include the construction of the wells, installation of the pumps, construction of the discharge-collection system, or the design furnishing and installation of a telemetry system for off-site monitoring of well performance.

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	Shannon & Wilson, Inc., a Washington Corporation, Geotechnical 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 field.

2.04 Obtaining Data.

It shall be 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, Consultant may not require Client to seek reports from other agencies or to prepare original research. It shall be 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 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 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.

Prior to commencing field work, Consultant shall locate all utilities and structures that may cause a hazard to those engaged in the work and passers-by and shall take all reasonable measures to ensure the safety of workers and passersby including but not limited to requesting utilities to temporarily terminate gas and electrical transmissions that may pose a hazard. Consultant further agrees to abide by all State, Local, and Federal laws governing the work.

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. Flagman shall be provided, if necessary, and signs and barricades posted. Client shall make such signs and barricades as may be required available for Consultants 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 Consultant'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 \$10,000 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.

All subcontracts for field work shall contain clauses similar in form and substance 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 4:00 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 and 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:

<u>Type of Insurance</u>	<u>Limits of Liability</u>
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 ENGINEER 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 or national origin. The ENGINEER 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.

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 engineering 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 engineering 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 to 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. 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, the IRD, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the 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
 - 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 by the City in an interest-bearing account 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, no 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 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.

2.31 Consideration of Local Residence and Firms.

The work to be performed under this contract is on a project assisted under a program providing Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income persons residing in The Dalles and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in The Dalles.

2.32 Indemnity and Limitation of Liability.

1. The Client will require that any contractor or subcontractor performing work in connection with drawings and specifications produced under this Agreement to hold harmless, indemnify and defend, the Client and the Consultant, their Subconsultants, and each of their officers, agents, and employees from any and all liability claims, losses or damage arising out of or alleged to arise from the Consultants (or Subconsultants) negligence in the performance of the work described in the construction contract documents, but not including liability that may be due to the sole negligence of the Client, or their officers, agents and employees.
2. Consultants liability to the Client for any loss or damage, including, but not limited to, special and consequential damages, arising out of or in connection with the professional services performed pursuant to this Agreement and shall not exceed Consultant's professional liability insurance limit specified in Section 2.17 D of this Agreement.

2.33 Davis-Bacon & Copeland Acts.

All applicable subcontracts issued under this contract will conform to the appropriate portions of the Davis-Bacon and Copeland Acts.

SCHEDULE 'B'

PROJECT DESCRIPTION

3.01 General Project Statement.

It is the purpose of this project to approve the stability of the Kelly Avenue Landslide by producing a permanent lowering of the ground water table below the slide area. The professional services to be provided under this contract include the on-going design of the well field, the monitoring of the construction of the well field and the analysis and evaluation of the effectiveness of the system in producing the intended lowering of the ground water level and improvement in slope stability.

3.02 Background.

In 1984, Shannon & Wilson, Inc. conducted a geotechnical investigation into the causes of the Kelly Avenue Landslide. The results of this effort is presented in our report, "Geotechnical Investigation, Kelly Avenue Landslide Area, The Dalles, Oregon" dated June 1984. Our study concluded that groundwater drainage was required to stabilize the landslide and that pump wells were the most cost effective means of accomplishing this. To further evaluate this alternative two aquifer tests were conducted near each end of Scenic Drive. The results of this second effort are presented in our report, "Aquifer Tests and Well Field Dewatering Design, Kelly Avenue Landslide, The Dalles, Oregon" dated November 1985. The aquifer test project also included a preliminary design cost estimate for the well field, recognizing that changes and modifications would probably be necessary as each well is installed and the results are evaluated.

3.03 Scope of Work.

The well field will be developed in three stages, the first consisting of 8 to 10 wells, the second of 4 to 6 wells, and if needed, the third of 2 to 4 wells. A total of not more than 20 wells is anticipated. Each stage will be followed by a period of observation and evaluation.

A detailed work program describing the scope of work for each of several tasks and sub-tasks is presented in Schedule "C". The resources allocated to each of the tasks is presented in Schedule "D".

Briefly, the work to be performed under this Contract includes:

- 1) Design and installation of a system to measure ground surface movements within the slide area and subsurface movements along the slide plane.
- 2) Design of the well field and the preparation of a Contract for installation of the wells.
- 3) The design and selection of pumps, wellhead, and the groundwater discharge/disposal system and the preparation of appropriate contracts [for the construction of this system].

- 4) Periodic monitoring of slope movements and groundwater levels.
- 5) On-going evaluation of the data, the effectiveness of the wells in lowering the groundwater levels and the improvement in slope stability produced by the groundwater lowering.

3.04 Exclusions.

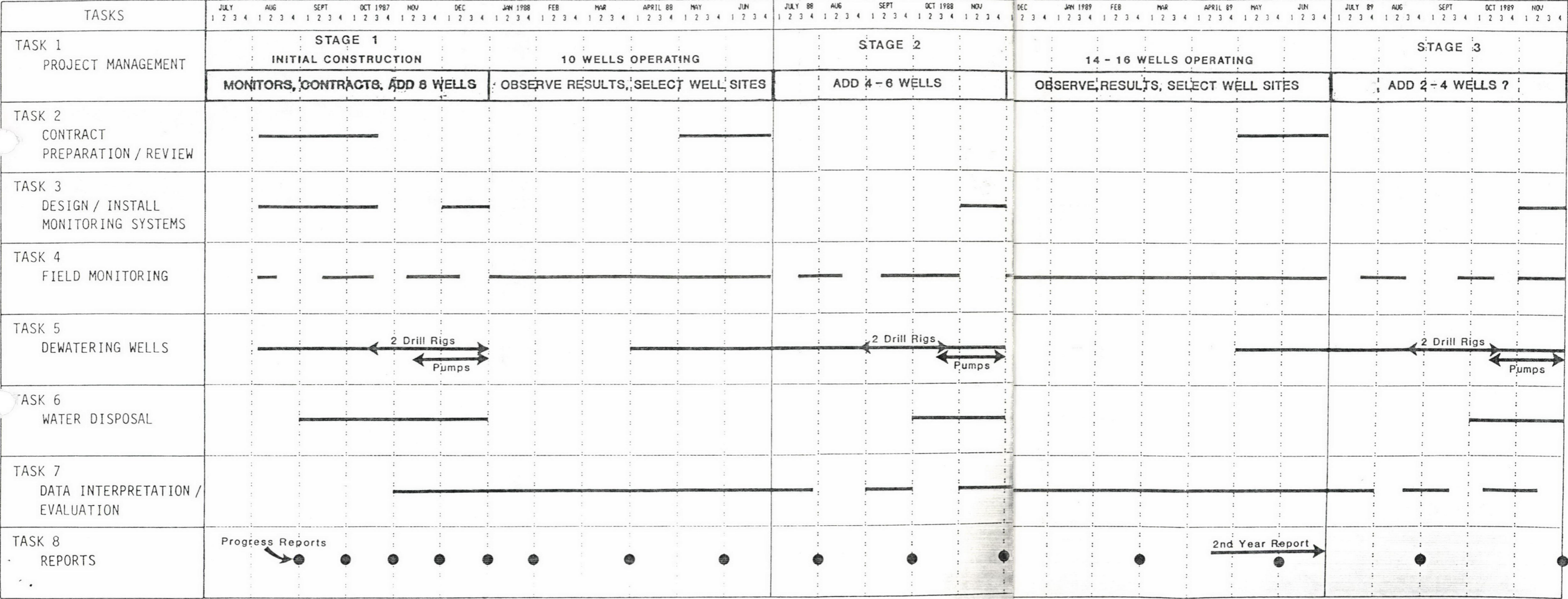
Engineering services provided under this Contract will not include:

- 1) The drilling and installation of the dewatering wells and acquisition of pumps.
- 2) The construction of the wellhead and water discharge/collection system.
- 3) The design and installation of a well field telemetry system for monitoring well performance at a remote data collection center.

We understand these tasks will be performed under separate contracts directly with The Dalles.

FIGURE 1

PROJECT SCHEDULE



Schedule 'C'

SCOPE OF WORK

TASK 1.0 PROJECT MANAGEMENT

1.1 General Administration.

This task will include administrative efforts not directly identifiable with a particular task. The work will include, but not necessarily be limited to administration of this contract, preparation of invoice backup data, periodic project telephone updates and communications with The Dalles, and day-to-day "housekeeping" chores.

1.2 Meetings.

At periodic intervals throughout the life of this contract meetings will be held with The Dalles and other interested parties to present progress reports, the results of studies and analyses, and, in general, to inform and coordinate the work effort with the City Engineer for The Dalles. For the purpose of this contract, we have assumed that six (6) meetings will be sufficient and that all meetings will be held in The Dalles.

1.3 Subsconsult Coordination.

Tenneson Engineering Corporation, 409 Lincoln Street, The Dalles, OR 97058-1890 will serve as a local subconsultant to Shannon & Wilson, Inc. Their area of responsibility will include, surface surveying, benchmark design, design of the well pumphouses, design of the water discharge/disposal system and the preparation of the appropriate construction contracts and preparation of the pump acquisition and installation contract. This subtask provides for the coordination of the subconsultants work efforts.

TASK 2.0 CONTRACT PREPARATION

It is the current goal to have some, if not all of the Stage I wells (2 existing and 8 new wells), installed and pumping by December 31, 1987. To accomplish this, construction of the well field will be performed under two and possibly three contract procurements by The Dalles: 1) Well Construction, and 2) Acquisition and Installation of Pumps and construction of the pumphousings and the discharge/disposal system. In this way well construction and pump selection/installation can begin at the earliest possible date and will not be contingent upon the completion of the design of the pump housings and discharge systems.

2.1 Well Installation.

This subtask entails the preparation of the contract drawings and technical specifications for the dewatering wells. We have assumed The Dalles will provide the "general" contract provisions. We envision a contract covering

the installation of all wells up to a maximum of 18 (eighteen), but with sufficient flexibility to allow for rebidding the second and third drilling stages if this appears to be in the best interest of The Dalles. In addition to the preparation of the contract we will assist with the prequalification of prospective bidders, if required, and with the evaluation of the bids as received.

2.2 Pumps/Discharge/Disposal.

This subtask entails the preparation of the contract drawings and technical specifications for the acquisition and installation of the pumps, and construction of the pump housing and groundwater discharge/disposal system. This subtask will be assigned to Tenneson Engineering Corporation with primary sizing and design input from Shannon & Wilson, Inc. with respect to the pumps. We have assumed the City of The Dalles will provide the "general" contract provisions. In addition to Shannon & Wilson's input and review of the contract, we will assist with prequalification of bidders if required, and with the evaluation of the bids received.

TASK 3.0 DESIGN/INSTALL MONITORING SYSTEMS

A key to evaluating the effectiveness of the wells in reducing groundwater pressures throughout the slide, and the effectiveness of the lower pressures in improving the overall slope stability, will be the establishment of monitoring systems. Monitors will be used to record ground surface movements, deeper subsurface movements along the slide plane, and the rates and extent of ground-water pressure reduction.

3.1 Ground Surface Surveys.

This subtask will entail the design and installation of surface survey points and/or base lines to record both vertical and horizontal ground surface movements. All survey points will be referenced to stable points outside the limits of the slide area. The number of points is yet to be determined but we expect it will be in the order of 20 to 30. Additionally, about 35 existing piezometers, wells, and slope indicator casings will be surveyed for elevation. Surveying will be accomplished using precision EDM equipment and will be performed by Tenneson Engineering Corporation.

3.2 Subsurface Movement Surveys.

Surface movements and settlements not directly related to overall stability, are expected as the groundwater pressures decline and internal adjustments occur within the slide mass. Areas most likely to be affected are at the head scarp and margins of the slide where the mass may be relatively "blocky", with many open cracks, voids, and fissures. To determine if movements cease at the main slide plane (lack of movement would indicate stability), we will install three or four slope inclinometers at selected locations. The inclinometers will be similar to those installed in 1983 which have since been sheared or damaged by continued slide movement. The damaged slope inclinometers will be resurveyed and referenced to a nearby benchmark so that partial movement rates may be extracted from the data.

For the purpose of this contract we have assumed that three hundred (300) lineal feet of inclinometer casing will be installed at the initiation of the project. Casings will be provided with slip couplings to measure vertical as well as horizontal displacements. The installation will be performed under subcontract to Shannon & Wilson, Inc. by a drilling contractor experienced in this type of work and this effort. This work will be performed under the direction of our Engineer or Geologist.

3.3 Groundwater.

Groundwater levels within and around the active slide area will be monitored by observing groundwater levels in inclinometer casings and observation wells installed during both our 1984 and 1985 studies. Work performed under this contract does not include the installation of additional ground-water observation wells.

TASK 4.0 FIELD MONITORING

Prior to the commencement of site dewatering all monitoring systems (surface, subsurface and groundwater) will be surveyed two or three times to establish reliable baseline data. During and subsequent to well installation, readings will be obtained at periodic intervals to detect surface and subsurface ground movements and changes in ground water levels. Water level changes that occur as each well comes on line will also assist in the design, location and installation of wells in the current and additional phases.

Data collection frequency will vary as the work progresses and the collection interval expands. Efforts will probably be relatively intense during the early stages of the project and during the winter months when, as our earlier studies indicated, movements are most likely to occur. Efforts will be less frequent during the drier summer months. In any event, data trends will be continually updated and the reading schedule adjusted as these trends dictate.

While a fixed data collection schedule cannot be established at this time, for the purpose of this contract we have assumed that surface monitoring will require one 2-man crew day and that subsurface and groundwater monitoring will require two man-days. We have assumed groundwater and inclinometer sets at about once a month on average and about 30 surface monitoring sets.

The surface monitoring will be performed by Tenneson Engineering Corporation; subsurface and groundwater by Shannon & Wilson, Inc. personnel. We recognize, however, that in some instances it may be expedient to have City personnel assist in this effort.

TASK 5.0 DEWATERING WELLS

Shannon & Wilson concluded in previous studies that the most effective approach in reducing pressures at the sliding plane, would be a three stage dewatering design constructed over an 18 month period. That general scheme

outlined in the 1985 report will be adhered to in this contract. The first design stage will consist of the two existing test wells and eight new wells, loosely spaced and located in accordance with previous modeling experiments and technical considerations regarding fractures, boundaries, and recharge sources. After a period of monitoring, a second and third construction stage would result in the addition of up to 10 more dewatering wells. Using this staged approach in which slide movement and dewatering progress are closely monitored, the wells installed after stage 1 can be targeted in those areas of the slide area where excess water volumes or groundwater pressures still exist. Once the system is in operation, monitoring and fine tuning of the pumping rates, including resetting of pumps as required, will be performed to produce a reliable and efficient dewatering system.

5.1 Well Design.

Shannon & Wilson's previous study demonstrated that well design and spacing, and damage control will be important considerations in long term dewatering success. As a means of feedback in our design, the two existing test wells on Scenic Drive which have remained idle without pumps since 1985, will be examined with borehole TV. This survey will be conducted as soon as possible to see how the casings and screens (steel screens, non-stainless) have reacted to continued movement and possible corrosion or encrustation processes, and whether the wells are in condition to place online as the first two dewatering wells. The TV examination will be performed by subcontract to Shannon & Wilson, and supervised by a senior level professional.

Shannon & Wilson will prepare the design specifications for drilling and installing the dewatering wells. A basic design for all dewatering wells will be prepared, with special provisions for preventing or reducing damage by collapse or corrosion of the well screen and casing, or damage to the wellhead facilities. Special design options may be included to allow for unexpected formation or drilling conditions, and for cost saving design ideas that may surface during the contract period.

5.2 Well Construction.

Shannon & Wilson professional staff will supervise all drilling and testing of dewatering wells under this contract. Field costs for supervising each of the three drilling stages are based on the assumption that two (2) air rotary drilling rigs will be operating on different dewatering wells at the same time. One geologist with occasional or part-time assistance from another geologist or engineer, can therefore handle all assignments for two drilling rigs, at a major cost savings to the project.

A total of 15 weeks of drilling and testing time using two air rotaries, is estimated for this contract as follows: 6 (six) weeks for stage 1; 5 (five) weeks for stage 2; and 4 (four) weeks for stage 3. Additionally, at least one week of drill rig time is estimated for possible repair and or redevelopment and testing of the two existing test wells.

Costs are estimated on the basis of previous deep well drilling in the slide area on Scenic Drive in 1985, from which we estimate a requirement of about five days for drilling, screen placement, and development, and one day for step-drawdown testing for each well.

This subtask is exclusive of any drilling and testing costs associated with slope indicator monitors or other non-dewatering well applications.

5.3 Pump Design and Selection.

Shannon & Wilson will provide for each dewatering well, pump selection criteria, sizing and lift requirements, horsepower, capacity, initial and final depth settings, and automatic cycling requirements. Specification requirements for accessory monitoring equipment such as flowmeters and water level transducers, also will be provided as part of this subtask.

TASK 6.0 WELL HEAD AND WATER DISPOSAL

6.1 Design.

Design of the water disposal system from, and including the wellhead, to the existing storm sewer system will be the responsibility of Tenneson Engineering Corporation. At the wellhead, both precast unit and standard manhole sections will be considered. The wellhead structure, the well and out-going discharge lines will be provided with flexible connections to allow for differential movements between them. The discharge lines will connect to the existing storm sewer system although the routing will depend upon the actual well field configuration. We also anticipate that initially, water will be discharged through temporary surface lines to permit well pumping to begin as soon as practicable. The preparation of design drawings and technical specifications for this system are part of a previously defined task.

6.2 Construction Monitoring.

Shannon & Wilson, Inc. together with Tenneson Engineering Corporation will serve as Construction Managers for the installation of the discharge system to determine that it is installed in accordance with the plans and specifications approved by the City Engineer. We have assumed the actual construction will be performed under separate contract directly with The Dalles.

TASK 7.0 DATA INTERPRETATION AND ANALYSIS

7.1 Slope Stability

The installation and conscientious monitoring of the data collection systems will provide meaningful results only with equally conscientious interpretation and analyses of the data. Shannon & Wilson, Inc. will provide this service. As stated, surface movements are expected within the slide mass as internal adjustments respond to groundwater lowering. Recognizing these movements and separating them from those that might be associated with overall slope instability will require careful evaluation.

Obviously no movement across the slide plane over extended periods of time is indicative of slope stability. However, it does not provide a quantitative assessment. During our 1984 studies we developed a slope stability model and the affect of groundwater surface variations was analyzed. However, at that time it was necessary to make simplifying assumptions with respect to the ground-water surface geometry. As part of this subtask, the real groundwater pressure distribution along the slide plane will be determined (subtask 7.2) and superimposed on the stability model to quantify stability in terms of the Factor of Safety. The results of such analyses will also assist in the planning of the number and location of dewatering wells to be installed in Stage 2 and Stage 3.

7.2 Dewatering Analysis.

The overall goal encompassed by this subtask is to successfully intercept and extract ground water entering and saturating the Kelly Avenue Landslide. Extraction of the ground water by a permanent array of pumping wells, will cause local reductions in ground-water pressure at the base of the landslide near each pumping well location. To the extent that deep water-bearing zones in the rock mass are freely interconnected across the landslide, these local pumping centers may interact effectively with one another. In the most optimistic situation, good interconnection and lateral continuity could cause widespread dewatering with the least number of wells. However, multiple sliding planes, blocks, wedges, claybeds, and fracture networks, within the actively moving slide, are likely to isolate or compartmentalize various regions of the landslide, making dewatering more difficult and requiring more wells.

Our dewatering analysis will be aimed at trying to predict and understand how the ground water is entering and moving through the rock mass, and where it might be piling up and triggering movements. All incoming periodic water-level data (biweekly and monthly), and continuous water pressure trends from data loggers, will be carefully plotted and analyzed for evidence of interconnection or lack of it, and directions of ground-water flow. Short-term events that will influence the variation in ground-water pressure and be used in the analysis, include (1) step-draw-down pumping tests of about 18 wells (2) continuously increasing pumping effects as each dewatering well is brought on-line, (3) planned or power failure shut-downs of the wellfield, (4) unusual storms or snowmelt events in the slide area, and (5) major ground movements.

Longer term reductions in ground-water pressure and changes in flow direction due to dewatering operations, will provide important regional information on drainage effects in the slide mass and overall performance of the dewatering system. Various types of incoming data resulting from this subtask, and field exploration and mapping, will be used to update and continuously refine the ground-water flow model developed and described in the 1985 Shannon & Wilson report.

The computer model will be calibrated to simulate and predict pumping effects before additional drilling sites are selected. Various well spacing arrays and individual pumping rates will be evaluated to produce an efficient and successful dewatering system.

TASK 8.0 REPORTS

8.1 Progress Reports.

Progress reports will be submitted at regular intervals. These will be one to two page reports that summarize the major activities completed during the reporting period, the major activities to be accomplished during the next period, identify key issues that are critical to maintaining budgets and schedules, and report efforts expended outside the scope of work. These reports will also compare proposed schedule vs actual schedule and both percentage completed and percentage expended to the end of the report period. A tentative progress report schedule is shown on Fig. 1 of Schedule B.

8.2 Formal Reports.

For the purpose of this contract we have assumed that two formal reports will be prepared, one at the end of the observation period following the Stage 2 well installation and a second at the end of the project. These reports will present all data obtained by the end of the reporting period and will present our interpretation of this data. Finally, an operational and maintenance manual will be prepared as a guidance document for the dewatering and monitoring systems. This manual will contain suggestions and provide recording keeping forms on all aspects of the operation. During the contract period, particularly in the fourth year, the City Staff can work closely with our field personnel for training in proper data collection procedures and knowledge of the dewatering system.

Schedule 'D'
RESOURCE/COST ALLOCATION

SUMMARY

1. Shannon & Wilson, Inc.	
1.1 Labor	\$ 199,021
1.2 Direct Cost	<u>57,638</u>
A) Total For Firm	<u>\$ 256,659</u>
2. Tenneson Engineering Corp.	
2.1 Labor	\$ 35,113
2.2 Direct Cost	<u>292</u>
B) Total For Firm	<u>\$ 35,405</u>
Subtotal (A + B)	<u>\$ 292,064</u>
3. Contingency (10%)	<u>\$ 29,206</u>
TOTAL PROJECT BUDGET	\$ 321,270

FIRM: SHANNON & WILSON, INC.
LABOR ALLOCATION

		Manhour Allocation ¹					
		1	2	3	4	5	6
1.0	Project Management						
1.1	General Administration	40	44	0	0	0	8
1.2	Meetings	48	48	0	0	0	
1.3	Subconsultant Coordination	16	36	16	8	8	0
	Subtotal	104	128	16	8	8	8
2.0	Contract Preparation/Review						
2.1	Dewatering Wells	8	40	8	16	5	18
2.2	Pumps, Housing, Discharge/Disposal	4	8	0	0	0	0
	Subtotal	12	48	8	16	5	18
3.0	Design/Install Monitoring System						
3.1	Surface Surveys	4	8	0	0	8	0
3.2	Subsurface Movements	4	8	0	50	16	0
3.3	Groundwater	0	14	0	30	0	0
	Subtotal	8	30	0	80	24	0
4.0	Field Monitoring	8	36	0	384	384	0
	Subtotal	8	36	0	384	384	0
5.0	Dewatering Wells						
5.1	Design	4	56	0	0	0	0
5.2	Construction	6	176	0	938	320	0
5.3	Pump Design/Selection	2	32	0	18	12	0
	Subtotal	12	264	0	956	332	0
6.0	Water Disposal						
6.1	Design	4	16	8	0	0	0
6.2	Construction	0	12	4	8	0	0
	Subtotal	4	28	12	8	0	0
7.0	Data Interpretation/Evaluation						
7.1	Ground Movement/Stability	20	8	32	28	16	0
7.2	Dewatering Analysis	4	262	0	382	16	0
	Subtotal	24	270	32	410	32	0
8.0	Reports						
8.1	Progress Reports	20	48	20	12	8	42
8.2	Formal Reports	22	76	60	53	24	42
	Subtotal	42	124	80	65	32	84
TOTAL FOR PROJECT		214	928	148	1927	817	110

¹ See Summary of Labor Costs for definitions

SUMMARY OF LABOR COSTS

FIRM: SHANNON & WILSON, INC.

Labor

Category	Description	Rate	x	Hours	=	Cost
1.	Principals	85		214		\$ 18,190
2.	Sr. Professional	75		928		69,600
3.	Professional	45		148		6,660
4.	Jr. Professional	38		1,927		73,226
5.	Tech./Drafter	35		817		28,595
6.	Clerical	25		110		2,750
						<u>\$199,021</u>

TOTAL LABOR

SUMMARY OF DIRECT COSTS

FIRM: SHANNON & WILSON INC.

A. SUBCONTRACTS

- | | |
|--|----------|
| 1. TV Survey Existing Wells (2) | \$ 1,250 |
| 2. Slope Indicators (300 ft. @ \$38.35/ft) | 11,505 |

B. EQUIPMENT RENTAL

- | | |
|--|-------|
| 1. High-Speed Computer (400 hrs. @ \$8.00/hr) | 3,200 |
| 2. Ground-Water Data Loggers (960 days @ \$10.31/day) | 9,898 |
| 3. Slope Indicator Sensor & Data Logger(48 days @ \$100/day) | 4,800 |
| 4. Field pH, Temp., Conductivity Meters (80 days @ \$18/day) | 1,440 |
| 5. Monitoring Equipment Contingency | 5,000 |

C. LABORATORY CORE TESTS

	1,500
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D. AUTOMOBILE TRAVEL

- | | |
|---|-------|
| 1. Round Trips: Portland - The Dalles
(115 Trips @ 200 mi @ \$0.25/mi) | 5,750 |
| 2. On-site Travel
(1,000 mi @ \$0.25/mi) | 250 |

E. SUBSISTENCE

- | | |
|-----------------------------------|--------|
| 1. Per Diem (219 days @ \$55/day) | 12,045 |
|-----------------------------------|--------|

F. REPRODUCTION AND L.D. PHONE

	<u>1,000</u>
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Total Direct Costs	\$57,638
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RESOURCE/COST ALLOCATION

FIRM: TENNESON ENGINEERING CORPORATION
LABOR ALLOCATIONS

		Manhour Allocation ¹					
		1	2	3	4	5	6
1.0	Project Management						
1.1	General Administration	0	0	0	0	0	0
1.2	Meetings	0	0	0	0	0	0
1.3	Subconsultant Coordination	0	0	0	0	0	0
	Subtotal	0	0	0	0	0	0
2.0	Contract Preparation/Review						
2.1	Dewatering Wells	0	0	0	0	0	0
2.2	Pumps, Housing, Discharge/Disposal	40	0	40	20	0	0
	Subtotal	40	0	40	20	0	0
3.0	Design/Install Monitoring System						
3.1	Surface Surveys	12	4	4	0	40	0
3.2	Subsurface Movements	0	0	0	0	0	0
3.3	Groundwater	0	0	0	0	0	0
	Subtotal	12	4	4	0	40	0
4.0	Field Monitoring	30	0	30	0	240	0
	Subtotal	30	0	30	0	240	0
5.0	Dewatering Wells						
5.1	Design	0	0	0	0	0	0
5.2	Construction	0	0	0	0	0	0
5.3	Pump Design/Selection	0	0	0	0	0	0
	Subtotal	0	0	0	0	0	0
6.0	Water Disposal						
6.1	Design	100	0	80	0	0	0
6.2	Construction	0	50	0	0	0	0
	Subtotal	100	50	80	0	0	0
7.0	Data Interpretation/Evaluation						
7.1	Ground Movement/Stability	0	0	0	0	0	0
7.2	Dewatering Analysis	0	0	0	0	0	0
	Subtotal	0	0	0	0	0	0
8.0	Reports						
8.1	Progress Reports	48	0	0	0	0	0
8.2	Formal Reports	0	0	0	0	0	0
	Subtotal	48	0	0	0	0	0
TOTAL FOR PROJECT		230	54	154	20	280	0

¹ See Summary of Labor Costs for definitions

SUMMARY OF LABOR COSTS

FIRM: TENNESON ENGINEERING CORPORATION

Labor

Category	Description	Rate	x	Hours	=	Cost
1.	Engineer I	55		230		\$ 12,650
2.	Enginee II	40		54		2,160
3.	Drafting	29.50		154		4,543
4.	Research	18		20		360
5.	2-Man Crew	55		280		15,400
6.	1-Man Crew	35		0		<u>0</u>
	TOTAL LABOR					\$ 35,113

SUMMARY OF DIRECT COSTS

FIRM: TENNESON ENGINEERING CORPORATION

1. Survey Materials	\$ 152
2. Miscellaneous	<u>140</u>
TOTAL DIRECT COST	\$ 292