RESOLUTIONS (COND'T)

87-098	12-07-87	A resolution authorizing City officers to act. (City Historical Landmarks Cimmission is working on a district nomination to the National Register of Historic Places for the Trevitt's Addition)		
87-099	12-21-87	A resolution authorizing officers to act and calling a public hearing. (Del Cesar announced his resignation - replacment for City Manager).		
87-100	12-21-87	A resolution authorizing City officers to act. (State Economic Development Department is soliciting grant proposals for community development projects).		
87-101	12-21-87	A resolution rescinding resolution 87-56 and authorizing officers to act. (Lease with Shearer Sprayers).		
87-102	12-21-87	A resolution urging the Corps of Engineers to designate the Ports of the Bonneville Pool as the sole recipients of all remaining spoils resulting from the construction of the new Bonneville Locks.		
87-103	12-21-87	A resolution authorizing officers to act. (Mutual Aid Agreement Renewal).		

RESOLUTIONS (COND'T)

87-090	08-17-87	A resolution authorizing the City of The Dalles to purchase a used Patch King Model PK-30 with Tack King Model TK-100H electric heated asphalt concrete holding box, and exempt said purchase from competitive bidding.
87-091	11-02-87	A resolution approving a transfer of funds from the contingency fund for the purchase of a City Hall copy machine, authorizing the Mayor and City Clerk to enter into a contract with the Oregon Department of General Services Purchasing Division and authorizing the City Manager to act as authorized agent for the City regarding same.
87-092	11-02-87	A resolution authorizing officers to act. (Trimble Commercial Contractors, Inc. request for payment for the Senior Center).
87-093	11-02-87	A resolution declaring surplus property and authorizing the Mayor and City Clerk to effect a sale of the surplus sewer cleaner, unit no. 55.
87-094	11-02-87	A resolution directing the City Engineer to proceed with preparation of a study and report for extension of a sanitary sewer from the end of the existing sewer on West Seventh Street along Myrtle to West Eighth Street.
87-095		
87-096	11-16-87	A resolution authorizing officers to act. (Memorandum agreement with City Of The Dalles and The Dalles Police Officers Association/POEU).
87-097	11-16-87	A resolution authorizing officers to act. (Application for federal funds to establish and maintain an English as a Second Language Resource Center to be located at The Dalles Wasco County Public Library).

RESOLUTION NO. 87-82 THUR 87-103

87-082	09-21-87	A resolution accepting a report of the City engineer, announcing the formation of a local improvement district for widening and improvement of Ninth Street from Cherry Heights Road easterly 480 feet.			
87-083	09-21-87	A resolutin supporting use of the vacant Judson Baptist College Campus for a Job Corps Center and urging senate appropriations committee approval.			
87-084	09-21-87	A resolution establishing a Civic Emergency Fund and authorizing expenditures therefrom.			
87-085	09-21-87	A resolution authorizing officers to act. (Bargain and Sale Deed approval, Pomona Meadows).			
87-086	09-21-87	A resolution authorizing officers to act. (Contract with Shannon and Wilson, Inc. dealing with their consultation services for the Kelly Avenue Landslide Stabilization Project).			
87-087	10-05-87	A resolution accepting a report of the City engineer, announcing the formation of a local improvement district for improvement of Oregon Street from East 16th Street to East 19th Street.			
87-088	10-05-87	A resolution granting the dedication of property owned by the City of The Dalles for street purposes.			
87-089	10-19-87	A resolution authorizing the transfer of contingency funds for the purchase of fire department shirt patches.			

RESOLUTION NO. 87 - 103

A RESOLUTION AUTHORIZING OFFICERS TO ACT

WHEREAS, the city of The Dalles has in the past participated in a Mutual Aid Agreement with the Mid-Columbia Mutual Aid Association;

WHEREAS, the Mutual Aid Agreement is up for renewal; 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 sign a Mutual Aid Agreement with the cities of Hood River, Cascasde Locks, and Mosier, and West Side, Odell, Pine Grove, Parkdale, Dee, Wasco and Mosier Rural Fire Districts;

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

Section 1. Mutual Aid Agreement

The Mutual Aid Agreement, 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 Mutual Release and to do such other acts as are necessary and proper.

DONE AND DATED THIS 21ST DAY OF DECEMBER, 1987.

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

Voting Yes, Councilmembers: CLARK, PHILLIPS, WILL AND PROBSTFIELD NONE NONE - COUNCIL SEAT, WARD I - VACANT NONE

John Mabrey,

AND APPROVED BY THE MAYOR THIS 21ST DAY OF DECEMBER, 1987.

ATTEST:

Barbara Schroeder City Clerk/Treasurer

Page 1 of 1 - RESOLUTION



Mayor

: sand

MID-COLUMBIA MUTUAL AID ASSOCIATION MUTUAL ASSISTANCE AGREEMENT

DEFINITION; MUTUAL ASSISTANCE shall mean that whenever a City or Fire District, upon arrival at the scene of an emergency, determines that a condition exists which is beyond the abilities of the City or Fire District to control, additional equipment and/or manpower may be requested, as pre-determined on a running schedule on file at the City of Hood River Central Dispatch Center.

WHEREAS, it is necessary and proper that a MUTUAL ASSISTANCE AGREEMENT be entered into by and between the Cities of Hood River, Cascade Locks, The Dalles, Mosier and the Fire Districts of West Side, Odell, Pine Grove, Parkdale, Dee, Wasco Rural and Mosier Rural for the mutual protection of life and property.

NOW, THEREFORE, in consideration of the covenants herein contained, each of the undersigned agrees to furnish men and equipment to any other undersigned when assistance is requested and men and equipment are available, and the City of Hood River, Oregon in consideration of the covenants herein does agree to receive and transmit such requests as may be received from Fire and Police Departments of any and all of the undersigned when authorized by and transmitted in accordance with the regulations of the Federal Communications Commission.

IT IS FURTHER AGREED THAT, IN AS MUCH AS WE ARE ACTING UNDER EMERGENCY CONDITIONS, THE FOLLOWING APPLIES:

- 1. Each party waives all claims against every other party for compensation for loss of property, damage, bodily injury, or death occurring as a consequence of this agreement.
- 2. When men and equipment are furnished upon call pursuant to this agreement, the person in charge of fire fighting at a fire in the District or City where such fire occurs, shall have supervision over the men and equipment furnished during the time the fire is being fought, provided, however, that if the Chief or Officer commanding fire fighting in the District or City, where such fire occurs, shall not have arrived at the fire, the Chief or Commanding Officer of the men and equipment dispatched from the party rendering assistance shall be in command of the fire until the arrival of the Chief or Commanding Officer of the party receiving assistance, and during such time shall exercise all lawful authority of the Chief Officer of such District or City.
- 3. Person receiving call must be certain person asking for aid is representing the District or City and has authority to do so. Person taking call must ask and record the following questions:
 - a. Name of person asking for aid b. District or City involved:

Phone No. :

c. Date: d. Position of Authority

4. Either of the undersigned may terminate this contract 60 days after giving written notice.

IN WITNESS WHEREOF, the undersigned, pursuant to regulations duly and legally adopted, have caused these presents to be signed by its Mayor and Recorder and its corporate seal to be hereunto affixed, or signed by its President and Secretary as the case may be, this _____day of _____, 19___.

CITY OF HOOD RIVER

Attest:

City Recorder

CITY OF CASCADE LOCKS

by:

by:

Mayor

Mayor

Attest:

City Recorder

CITY OF THE DALLES

Attest: MPM City Recorder

by: Mayor

CITY OF MOSIER

Attest:

City Recorder

WEST SIDE RURAL FIRE DISTRICT

Attest:

Secretary

ODELL RURAL FIRE DISTRICT

Attest:

Secretary

by:

President

Time of Day:

by: Mayor

by:

President

PINE GROVE RURAL FIRE DISTRICT

Attest:

Secretary

PARKDALE RURAL FIRE DISTRICT

Attest:

Secretary

DEE RURAL FIRE DISTRICT

Attest:

Secretary

Attest:

Secretary

Attest:

1

Secretary

President

by:_ President

WASCO RURAL FIRE DISTRICT

MOSIER RURAL FIRE DISTRICT

by:_____ President

by: President

President

by:_

by:_

RESOLUTION NO. 87 - 102

A RESOLUTION URGING THE CORPS OF ENGINEERS TO DESIGNATE THE PORTS OF THE BONNEVILLE POOL AS THE SOLE RECIPIENTS OF ALL REMAINING SPOILS RESULTING FROM THE CONSTRUCTION OF THE NEW BONNEVILLE LOCKS

WHEREAS, the ports of the Bonneville Pool are in the newly created Columbia Gorge National Scenic area; and,

WHEREAS, the Act encourages the development of recreational resources within the boundaries of the area; and,

WHEREAS, the Act authorizing Bonneville Dam and Pool failed to provide recreational development for the pool-side communities as have all other Columbia/Snake River dam projects; and,

WHEREAS, the public access to the Columbia River in the Bonneville Pool is severely limited by rail, freeway and topography of the Columbia Gorge; and,

WHEREAS, the Gorge Scenic Act limits development to urban areas and local governments have the responsibility of developing recreational and tourist facilities; and,

WHEREAS, ports of the Bonneville Pool, in conjunction with the National Forest Service, have recreational site development plans that would require fill material equal to all the spoils coming from the Bonneville locks project;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of The Dalles, Oregon strongly urges the Corps of Engineers designate the ports of the Bonneville Pool as the sole recipients of all the remaining spoils resulting from the construction of the new Bonneville locks;

AND, FURTHER, BE IT RESOLVED, that the spoils should be delivered at no cost to the Bonneville Pool ports at sites designated by the five Bonneville Pool ports.



BE IT FURTHER RESOLVED, that the passage of this resolution helps to fulfill the purpose and intent of the Columbia Gorge Scenic Act.

DONE & DATED THIS21st	DAY OF December, 1987					
VOTING YES, COUNCILMEMBERS : CLARK, PHILLIPS, WILL AND PROBSTFIELD						
VOTING NO, COUNCILMEMBERS :	NONE					
ABSENT, COUNCILMEMBERS :	NONE - COUNCIL SEAT, WARD I - VACANT					
ABSTAINING, COUNCILMEMBERS :	NONE					
AND APPROVED BY THE MAYOR THIS <u>21ST</u> DAY <u>December</u> , 1987 SIGNED : Malatary John Mabrey, Mayor ATTEST : <u>Developeden</u> Barbara Schroeder, City Clerk/ Treasurer						

Jerry Branton Came in to prepare and adapt a resolution Dorge Polits - Designation of Sele-receipent & File Bonneville Locks Stoject I allowed - Contractors woheld receive spoil to to with as they wish -Columbia Jorge fork Ore asking for spoiland not have starter over to contractors then then needed .

DESIGNATED SITE DISPOSAL OBJECTIVE

Bonneville Dam /Navigational Lock Project U. S. Army Corps of Engineers

Prepared by:

PUBLIC PORT DISTRICTS of the BONNEVILLE POOL

Port of Cascade Locks Port of Skamania Port of Hood River Port of Klickitat Port of The Dalles

United States Department of Agriculture

Forest Service Columbia River Gorge National Scenic Area

902 Wasco Avenue Suite 200 Hood River, OR 97031

Reply To: 2370

Date: November 19, 1987

HEUEIVED

NOV 2 0 1987

PORT OF KLICKITAT

Mr. Dana Walker Port of Cascade Locks P.O. Box 307 Cascade Locks, OR 97014

Dear Dana:

This letter is offered as documentation of the continuing support the Forest Service has for the utilization of Bonneville Lock spoil for the various projects proposed by the five Bonneville pool port commissions.

As you are aware our initial interest and thrust in seeking the spoil material was in conjunction with a reclamation proposal at Government Cove. It appears that this project may still be feasible if the necessary modifications can be made to the current disposal plans. While we do not have quantity estimates for the site reclamation, it appears that our intended use would be compatible with the total quantities of spoil being sought.

Please feel free to contact us if we can provide additional information.

Sincerely,

a. W. Um Fault

ARTHUR W. DuFAULT Manager

cc: Dick Benner, Bi-State Commission Jim O'Banion, Port of Hood River John Rayburn, Port of The Dalles Brian Shortt, Klickitat County Port District Elmer Stacy, Port of Skamania County

RESOLUTION

Port

Port of Hood River

Port of Klickitat

WHEREAS, the ports of the Bonneville Pool are in the newly created Columbia Gorge National Scenic area, and

WHEREAS, the Act encourages the development of recreational resources within the boundaries of the area, and

WHEREAS, the Act authorizing Bonneville Dam and Pool failed to provide recreational development for the pool-side communities as have all other Columbia/Snake River dam projects, and

WHEREAS, the public access to the Columbia River in the Bonneville Pool is severely limited by rail, freeway and topography of the Columbia Gorge, and

WHEREAS, the Gorge Scenic Act limits development to urban areas and local governments have the responsibility of developing recreational and tourist facilities, and

WHEREAS, ports of the Bonneville Pool in conjunction with the National Forest Service, have recreational site development plans that would require fill material equal to all the spoils coming from the Bonneville locks project,

NOW, THEREFORE, BE IT RESOLVED, that PNWA strongly urges the Corps of Engineers designate the ports of the Bonneville Pool as the sole recipients of all the remaining spoils resulting from the construction of the new Bonneville locks,

AND, FURTHER, BE IT RESOLVED, that the spoils should be delivered at no cost to the Bonneville Pool ports at sites designated by the five Bonneville Pool ports.

BE IT FURTHER RESOLVED, that the passage of this resolution helps to fulfill the purpose and intent of the Columbia Gorge Scenic Act. Dated this $7c^2$ day of November 1987.

PACIFIC NORTHWEST WATERWAYS ASSOCIATION

steve Norman, President



COLUMBIA RIVER GORGE COMMISSION

P.O. Box 100 North Bonneville, WA 98639 509-427-8866

RESOLUTION

ON

SPOILS FROM THE BONNEVILLE NAVLOCK PROJECT

WHEREAS, Congress passed the Columbia River Gorge National Scenic Area Act to protect the resources and support the economy of the Columbia River Gorge, and

WHEREAS, Congress authorized construction of a new navigation lock at Bonneville Lock and Dam within the Scenic Area, and

WHEREAS, construction of the new navigation lock will produce 4.7 million cubic yards of spoil material, and

WHEREAS, Congress failed to provide for recreational development on the Bonneville Pool at the time of construction of the dam, as was provided at other Columbia and Snake River dam projects, and

WHEREAS, public access to the Columbia River in the Scenic Area is severely limited by highway and rail line and by the topography of the Gorge, and

WHEREAS, the five port districts on the Bonneville Pool and other agencies have proposed uses for all 4.7 million cubic yards of material produced by construction of the new lock, and

WHEREAS, the proposed uses would improve public access to the Columbia River and enhance the economy of the Gorge,

NOW, THEREFORE, BE IT RESOLVED that Congress and the Army Corps of Engineers designate sites in the National Scenic Area as the sole eligible recipients of remaining spoil material from construction of the new navigation lock and of spoil material from other Corps projects on the Bonneville Pool.

BE IT FURTHER RESOLVED that Congress and the Army Corps of Engineers assign highest priority to sites identified by the port districts on the Bonneville Pool and to sites where deposition would improve recreational access or wildlife habitat so long as those sites are found by the Commission and the Secretary of Agriculture to be consistent with the purposes of the Columbia River Gorge National Scenic Area Act, P.L. 99-663. BE IT FURTHER RESOLVED that the spoils be delivered to the designated sites at no cost to agencies which own or manage the sites.

DONE THIS 15t DAY OF DECEMBER, 1987.

Stafford Hansell, Chairman For the Columbia River Gorge Commission

RPB:jmb BONNVILL.RES Dir.11

RESOLUTION NO. 87 - 101

RESOLUTION RESCINDING RESOLUTION 87-56 AND AUTHORIZING OFFICERS TO ACT

WHEREAS, Resolution 87-56 authorized the signing of a lease with John Shearer for use of property previously leased to Terry A. Rinke; and

WHEREAS, a proposed lease has now been negotiated with Shearer Sprayers, Inc. for the use of said airport property previously leased to Terry A. Rinke; and

WHEREAS, this proposed lease has been accepted and executed by Shearer Sprayers, Inc.; 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 sign a lease with Shearer Sprayer, Inc. for the use of airport property;

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

Section 1. Resolution Recission.

The authorization granted by Resolution 87-56 is hereby rescinded.

Section 2. Lease.

The Lease with Shearer Sprayers, 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 3. Officers to Act.

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



DONE AND DATED THIS 21ST DAY OF DECEMBER, 1987.

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

CLARK,	PROBSTE	IELD, WILI	L AND	PHILLIPS	
NONE					
NONE -	COUNCIL	SEAT, WAT	RD I -	VACANT	
NONE					

AND APPROVED BY THE MAYOR THIS 21ST DAY OF DECEMBER, 1987.

ATTEST: 9

• , •

Barbara Schroeder City Clerk/Treasurer

Tell un a John Mabrey, Mayor

Page 2 of 2- RESOLUTION

LEASE

December, 1987, by and between the City of The Dalles, a municipal corporation of the State of Oregon, hereinafter called "City", and Shearer Sprayers, Inc., an Oregon corporation, hereinafter called "Lessee".

WITNESSETH: In consideration of the rights and promises, agreements and stipulations contained herein, which Lessee is to keep and perform, the City does hereby lease to Lessee those certain premises located at The Dalles Municipal Airport, Klickitat County, Washington; more particularly described as follows:

That part of The Dalles Municipal Airport property, being a part of the Northwest quarter of Section 34, Township 2 North, Range 13 East of the Willamette Meridian, Klickitat County, Washington, described as follows:

Commencing at a railroad spike lying 1.00 feet, more or less, inside the southwesterly edge of Taxiway No. 2 of said The Dalles Municipal Airport, which spike bears South 51002' East a distance of 1846.36 feet from the section corner common to Sections 27, 28, 33, and 34, Township 2 North, Range 13 East of the Willamette Meridian; thence South 350 25' East along a line parallel to and 1.00 feet, more or less, inside the southwesterly edge of said Taxiway No. 2 to a distance of 234.00 feet; thence South 54035' West a distance of 249.25 feet to a 3/4" iron pipe and the true point of beginning of this description; thence South 35°25' East a distance of 234.00 feet to a 3/4" iron pipe; thence South 54°35' West a distance of 145.00 feet to a 3/4" iron pipe; thence North 35°25' West a distance of 234.00 feet to a 3/4" iron pipe; thence North 54035' East a distance of 145.00 feet to the point of beginning; contains 0.78 acre, more or less.

The property leased does not include the building improvement presently situated upon the leased premises, the said building improvement being personal property and the property of Lessee. PAGE 1 OF 19 - LEASE Section 1: Definitions: As used in this lease, the terms listed in this clause shall have the meaning assigned by this Section, unless the context of use clearly indicates another meaning is intended:

"Airport" shall mean the City of The Dalles Municipal Airport, Klickitat County, Washington;

"Airport Commission" shall mean the City of The Dalles Airport Commission or a successor commission or body appointed by authority of the City to advise or manage the Airport;

"Airport Manager" shall mean a person or persons designated by the City and charged with the overall responsibility for management of the Airport on a day-to-day basis;

City" shall mean the City of The Dalles, a municipal corporation of the State of Oregon;

"City Council" or "Council" shall mean the City Council of the City of The Dalles;

"City Manager" shall mean the City Manager of the City of The Dalles, his deputy, administrative assistant or designee, provided the designee is appointed in writing to act for the City Manager in Airport matters;

"City Clerk" or "Clerk" shall mean the Clerk/Treasurer of the City of The Dalles, or his designee;

"Airplane" shall mean a heavier than air conveyance designed to transport persons or property through the air, which generates lift by the flow of air over an airfoil or wing, and which is not a helicopter;

"Helicopter" shall mean a heavier than air device for the transportation of persons or property, propelled and held aloft by PAGE 2 OF 19 - LEASE

the flow of air over a powered rotary wing pivoted through an arc greater than 180 .

Section 2: Premises and Concession.

The City hereby leases to the Lessee the premises at the City of The Dalles Municipal Airport, the real property heretofore described. Lessee shall, at Lessee's sole expense, maintain all improvements on the premises herein leased. Lessee may use the premises herein for the operation of a business for agricultural spraying operations and the charter, rental, sales and storage of airplanes and helicopters and for business offices and sales areas related to the enumerated activities. Lessee shall not use the premises for conducting any business activity not authorized herein without the written consent of the City. Lessee shall not sell any aircraft fuel on the premises. The City reserves the right to enter upon the leased premises at reasonable times for inspection. The City reserves the right to locate utilities and navigation needs upon the leased premises, and reserves the right of ingress and egress for maintenance. The City further reserves the right for aircraft and vehicle ingress and egress over the areas designated as the "Ramp" and colored in yellow on Exhibit "A". This is to provide future access for additional hangar and tie down areas located adjacent to the leased premises, and to provide access to the main taxiway to Runway 30 and 25.

The building improvement presently situated upon the real property leased is the separate property of Lessee, the Lessee having acquired it from a prior tenant, is personal property and is not the property of the City. The building improvement shall remain the property of Lessee until the expiration of the full fifteen (15) year term of this lease plus the periods of any extended terms of this lease, whereupon it shall become the property of the City. If this lease is terminated for any reason prior to the expiration of the fifteen (15) year term of this lease plus any extended periods of this lease, other than by mutual agreement of the parties, then if said termination is due to a default by the Lessee, the building improvements shall become the property of the City; otherwise, the building improvements shall remain the property of the Lessee and shall be removed from the leased premises within sixty (60) days following said termination.

Section 3: Terms.

The lease granted hereunder shall be for a fixed term of fifteen (15) years with the option to renew, commencing on the 21st day of December, 1987, and terminating on the 21st day of December, 2002.

Providing Lessee is not in default hereunder, the Lessee has the option to extend this lease for three successive periods of five (5) years each. Prior to the end of any term of this lease, the Lessee may exercise his option to extend the term of this lease for the next additional five (5) year period by notifying the City in writing not less than thirty (30) days prior to the expiration of the current term. All extended terms of this lease shall be upon the same terms and conditions as the lease for the initial including an increase or decrease in rent pursuant to the consumer price index percentage of change as herein provided.

Section 4: Rent.

Lessee shall pay rent in advance on the execution hereof and on each anniversary date hereof thereafter. The minimum annual rent reserved shall be Seven Hundred Eighty Dollars (\$780.00) per year. PAGE 4 OF 19 - LEASE Each five year anniversary thereafter, the base rent shall be adjusted by the same percentage as the increase or decrease in the Portland, Oregon, Consumer Price Index for All Urban Consumers for All Items as prepared by the Bureau of Labor Statistics of the United States Department of Labor, or its successor. Provided, however, the maximum percentage increase or decrease in rent permitted under this lease for any 15 year time frame shall be 100%. The base year index shall be July, 1987, and the next "Consumer Price Index" shall be the July "Consumer Price Index" figure for July, 1992, which shall affect the rent for the following five years beginning with the rent payment of December 21, 1992. The City Manager shall notify the Lessee at least thirty (30) days in advance of any rental increase or decrease. If at any time the said Index is materially changed in any manner or is discontinued, then the rental adjustment provided for by this clause shall be made by converting the "Consumer Price Index" into a new or substituted index as nearly as may be so that mathematically the new or substituted index for the purposes of this lease will be a continuation of the old index.

All buildings and structures on the leased premises shall become City property immediately upon the expiration of the fifteen (15) year term of this lease plus any extended terms. If the leased premises or any improvements thereon are damaged or destroyed by fire or other casualty, the Lessee, at Lessee's election, shall either repair, rebuild or restore the property damaged in accordance with City development standards or remove the remaining portions of said improvements. These matters, if undertaken, shall be completed within 90 days from the event of the damage or destruction. The City may insure any insurable interest it may have in said building PAGE 5 OF 19 - LEASE improvement now situated on the leased premises at the City's expense, should the City so elect.

Section 5: Utilities.

Lessee shall pay for all utilities used on the leased premises including, but not limited to heat, light, electricity, water, sewer, trash disposal and garbage service to the leased premises reserved herein. The water to the leased premises is supplied to the City by the Dallesport Water Association system. All water to the premises flows through the City's master meter, and the leased premises herein has a meter located thereon. Lessee shall pay to the City a sum of money equal to one-third (1/3) of the City's base monthly water charge of the City's airport property as would be charged by the Dallesport Water Association to the City, together with such water as is actually used at the same rate the City pays for it to its supplier. If meter readings show Lessee is exceeding the pro rata one-third (1/3) base monthly water charge, then he shall pay the City for the excess amount used at the rate then being charged the City. Should the City take some action which causes an increase in the base monthly water charge, Lessee's pro rata base monthly water charge shall be recomputed to reflect said change. In the event the City develops its own water system on the premises before the termination of this lease, the water shall be paid for at the same rate the City bills its own commercial customers for metered water services.

Section 6: Fixtures.

Any fixtures installed and permanently attached in the buildings and structures shall become the property of the City at the termination of the lease. Lessee shall bear the cost of expansion, extension or resizing of utility services or building alterations necessary to accommodate Lessee's fixtures approved for installation. PAGE 6 OF 19 - LEASE

Section 7: Maintenance of Building and Structures.

The Lessee, at Lessee's sole expense, shall maintain all buildings and structures and portions thereof on the leased premises in a good state of repair. Building interiors and exteriors including walls, ceilings, floors, doors, windows, stairways, fixtures, counters and furnishings shall be kept clean and free of dirt, debris, trash, clutter and injurious substances. Hallways, doors, walks, exits, stairways, landings, lobbies and passageways shall be kept free of obstructions. Broken glass, ceramics, plastic and similar debris, and liquid spills shall be cleaned immediately. Restrooms shall be cleaned and have supplies of soap, towels and toilet paper renewed as often as is necessary, but not less than is necessary to keep them reasonably clean and sanitary. Building exteriors and structure exterior shall be kept in good repair by the Lessee. Loose roofing and siding materials shall be secured. Broken window glass shall be replaced immediately. Gutters, drains and downspouts shall be cleaned as often as necessary to insure proper operation, but not less than once a year. In the event of damage to the exterior surface of the building or structure, the Lessee shall immediately take necessary steps to prevent and eliminate damage due to entry of wind blown particulates, sand, water, snow, ice, hail or volcanic ash. Buildings shall be painted or refinished as often as is necessary to ensure a neat, clean appearance. Lessee shall submit proposed exterior color schemes to the Airport Commission for approval prior to painting.

Section 8: Maintenance of Grounds.

Lessee shall, at Lessee's sole expense, maintain walks, lawns, landscaping, flower beds, parking lots and aprons, if any, PAGE 7 OF 19 - LEASE surrounding the buildings on areas reserved for Lessee's use. Lessee shall water shrubs, trees and flower beds, if any, sufficiently to maintain plantings in a healthy condition. Lessee need not water turf areas during the months of June, July and August. Lessee may provide additional landscaping at his expense. A plot plan showing the location of plantings and giving plant species shall be approved by the Airport Commission prior to installation of plant materials. Plantings made by the Lessee shall become the property of the City upon termination. Lessee shall mow actively growing lawns as often as necessary to maintain the lawn in a neat, attractive condition and shall apply fertilizers and preparations to control weeds. Paved and unpaved sidewalks, aprons and parking areas shall be kept free of trash, debris, snow and obstructions. In addition, ice, gravel and pebbles shall be removed from paved areas.

Section 9: Access to Premises.

Lessee shall improve Lessee's own roadway at its current location to design standards acceptable to the City from the point of intersection with the airport access road to Lessee's automobile parking area. Such roadway shall be marked with a sign indicating direction to Lessee's place of business. In the event the adjacent roadways and parking lots are paved, Lessee shall provide paving of the same quality within one year.

Section 10: Areas Open to the Public.

Lessee may designate areas open to customers and the public with due regard to safety. Restrooms shall be provided by the Lessee for customer and employee use. The Lessee may make and enforce such rules as it deems necessary to control access. Lessee may also make and enforce such rules as it deems necessary to control the conduct PAGE 8 OF 19 - LEASE of persons within areas open to the public. Lessee's rules shall be subject to approval of the Airport Commission and the City Council, which approval shall not be unreasonably withheld. Lessee shall also abide by the rules, regulations, statutes, ordinances and laws of the City, Klickitat County, the State of Washington, the State of Oregon or the United States governing access to airport facilities and behavior while upon such facilities. Lessee shall post signs and notices to inform the public concerning operating hours, entry prohibitions and smoking restrictions.

Section 11: Helicopter Sales and/or Rentals.

Lessee may conduct and perform sales of new or used helicopters in the area leased under this agreement, and may provide helicopter charter services from the leased premises.

Section 12: Agricultural Spraying.

Lessee may use the leased premises to conduct an agricultural spraying business. To this end, Lessee may store owned or leased spray equipment, aircraft and chemicals on the leased premises. All hazardous chemicals shall be in sound, properly designed and clearly marked containers. No chemicals shall be stored outside of a building or on non-approved locations. Lessee shall post signs at building entries indicating the hazardous substances stored within their location. Lessee shall not dump or otherwise waste chemicals on the airport property. All spills, leaks or contamination shall be rendered safe and removed in an environmentally safe manner. Lessee shall inspect containers at least once a week to ensure no leakage is occurring. Chemical residue from cleaning the aircraft tank interiors and equipment interiors shall not be permitted to drain into any septic tank or sewer system or into the ground, but shall be drained into drains equipped with filters, or holding tanks. Filter sludge or tank effluent may be disposed of at the Airport at a State approved site. Lessee shall be responsible for installation of a containment catch basin if the site is used for loading and unloading of agricultural chemicals into and from aircraft and/or helicopters. The purpose of the containment catch basin is to provide containment of chemical spillage and allow for wash down and acceptable disposal of the effluent. The controlling intent and requirement of this Section is that the Lessee shall have the responsibility to comply with all State, Federal, County, and Municipal regulations with respect to the storage, handling, sale and/or disposal of chemicals on the leased premises. The Lessee shall indemnify and save the City harmless for its failure to so comply.

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The Lessee shall order trespassers and unauthorized persons from the premises and shall keep a log of significant reports of activities.

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Lessee may, at its sole expense, develop suitable tie down and storage areas for the use of based and transient helicopters on Lessee's premises. Lessee shall require each user of the space or tie down or storage area to execute an agreement setting out fees and conditions. The form of the agreement shall be approved by the City prior to use, which approval shall not be unreasonably withheld. Each person storing aircraft on the area shall agree to hold the City harmless from any loss or damage to the aircraft stored at the site, and the Lessee agrees to indemnify and hold the City harmless from any and all claims related to or concerning acts of Lessee, its PAGE 10 OF 19 - LEASE agents or employees, from any and all costs including attorneys fees and defense of any claims against the City.

Section 15: Nondiscrimination.

Lessee shall not discriminate against any person in employment or the furnishing of goods and services including airport manager service based upon race, religion, creed, sex, marital status or national origin. Lessee shall not discriminate unreasonably against any person based upon age or mental or physical handicap. Failure to abide by this contract term may result in default and termination and may result in Lessee being debarred from bidding on future City contracts and leases. Lessee further agrees that it will comply with Section 30 of the Airport and Airways Development Act of 1970 and such regulations as shall be issued from time-to-time to implement the Act. Lessee shall keep records as necessary to demonstrate compliance with equal opportunity, nondiscrimination and affirmative action programs and shall exhibit those records on request to the City, County, State or Federal officials. This clause is to be interpreted to require and not prohibit State or Federally mandated affirmative action programs.

Section 16: Assignment.

Lessee shall not assign this lease or any right hereunder to any persons or entity other than to John Shearer, the spouse or lineal descendants of legal age and capacity of John Shearer or to a corporation which John Shearer, his spouse or lineal descendants of legal age own a majority of the outstanding stock and who shall first sign an agreement to be bound by all terms and conditions of this lease. Any attempt to assign this lease or any right hereunder to any persons or entity other than herein stated shall be grounds for immediate termination or default of the lease.

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Section 17: Leases, Subleases and Subcontracts.

Lessee shall not lease or sublet any part of the airport premises reserved for its use by this lease except to John Shearer or to a corporation or entity of which Lessee and/or John Shearer owns the majority interest without the written consent of the City in advance. Lessee shall not subcontract any of its obligations hereunder except to its agents or employees without the written consent of the City.

Section 18: Power to Contract.

Lessee is not a City agent and shall have no power to contract on behalf of the City. All requests to purchase equipment or services to be paid by the City shall be made to the City Manager who shall have complete discretion on deciding whether the purchase shall be made. Whenever consent, approval or direction by the City is required under the terms of this lease, all such consent, approval or direction shall be received in writing from the City Manager of the City of The Dalles.

Section 19: Maintenance of Gates and Fences.

Lessee shall maintain and repair all barriers, gates and fences located upon the leased premises and shall extend the existing chain link fence from its current end far enough to prevent unauthorized persons or vehicles from entering the aircraft apron or runway system through the access road to the leased premises. Lessee shall keep on hand a supply of wire, posts and tools necessary for fence repair and shall perform minor repairs including but not limited to splicing wire, repairing breaks and resetting gate posts.

Section 20: Termination for Default.

The City may terminate this lease upon failure of Lessee to pay the rent due within 20 days of the time specified herein or to cure PAGE 12 OF 19 - LEASE any other default of this lease within 90 days after proper notice to Lessee and in the manner prescribed by the law of Oregon for default upon a demonstrable failure of the Lessee to abide by the terms of the lease. Upon termination of this lease, the Lessee shall remove all employees and his property from the leased premises. Any unpaid portion of any annual rent or flowage fees shall be forfeited to the City. In addition, Lessee shall be liable to the City for any damage to City facilities caused by the deliberate or negligent act of Lessee, his agents or employees. Any notice hereunder, including notice of termination, shall be in writing and may be served upon the Lessee by a personal service or by mailing it return receipt mail to Lessee's address.

Section 21: Bankruptcy Termination.

This lease shall be terminated, and any bond or undertaking for faithful performance forfeited to the City, in the event of any filing of voluntary bankruptcy or the entry of an order for relief in an involuntary bankruptcy or the failure of lessee to obtain dismissal of said involuntary bankruptcy within 180 days of its filing, whichever comes first.

Section 22: Liens Upon Premises.

The Lessee shall pay all taxes on the leased premises, and in the event the State of Washington assesses leaseholder interest taxes or any other similar taxes - whether denominated ad valorem, excise, sales or otherwise - they shall be added to the minimum rental herein reserved and paid by Lessee. The Lessee shall have the right to adjudicate any assessed tax in the name of the Lessor at no expense to the Lessor. Lessee shall also keep the premises herein described free and clear of all liens during the period of this lease. PAGE 13 OF 19 - LEASE

Provided always, and these present are upon this condition, that if Lessee shall be in arrears in the payment of said rent for a period of twenty (20) days after the same becomes due, or if said Lessee shall fail or neglect to do, keep, perform or observe any of the covenants and agreements contained herein on its part to be done, kept, performed and observed and such default shall continue for ninety (90) days or more after written notice of such failure or neglect shall be given to Lessee, or if said Lessee shall be declared bankrupt according to law, or if any total assignment of its property shall be made for the benefit of creditors, or if on the expiration of this lease Lessee fails to surrender possession of said premises, then and in any of said cases or events, the City or those having City's estate in the premises, lawfully, at its or their option, immediately or at any time hereafter, without demand or notice, may enter into and on said demised premises and every part thereof and repossess the same as of City's former estate, and expel said Lessee and those claiming by, through and under Lessee and remove Lessee's effects at Lessee's expense, forcibly if necessary, and store the same, all without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of rent or preceding breach of covenant.

In the event Lessee for any reason shall hold over after the expiration of this lease, such holding over shall not be deemed to operate as a renewal or extension of this lease, but shall only create a tenancy from month to month which may be terminated at any time by the City by giving thirty (30) days written notice.

Section 23: Ownership Upon Termination.

At the expiration of said lease term including any extended term thereof, or upon a default termination hereof under the terms of this lease, the Lessee shall quit and deliver up said leased premises, all future erections or additions to or upon the same and any and all building improvements passing to the City pursuant to Section 2 hereof, in good condition to the City peacably, quietly and in as good order and condition, reasonable wear and tear, damage or destruction by fire, acts of God and the elements thereof excepted, and free and clear of any liens and/or claims, including taxes. Either party may insure the improvements on the leased premises as their interest may appear and for their separate insurable interest in whatever amount is desired against loss or damage or destruction by fire or other casualty without naming the other party as a named insured. Neither party shall be liable to the other for any loss or damage to the improvements caused by fire or any of the risks enumerated in a standard fire insurance policy with or without an extended coverage endorsement if such insurance was affordable at the time of such loss or damage. If requested by the other party, each party to this lease shall obtain from their respective fire insurance carriers, if issued, waivers of subrogation against the other party, agents, employees.

Section 24: Subordination to State and Federal Agreements.

The provisions of this lease shall be subordinate to any existing or future agreement between the City and the United States, the State of Oregon, the State of Washington or Klickitat County or any governmental agency representing them relative to the maintenance, operation or improvement of the airport, the execution of which has been or may be made condition precedent to the expenditure of County, State or Federal funds for the development or operation of the

PAGE 15 OF 19 - LEASE

airport. Failure of the Lessee to comply with terms of any such existing or future intergovernmental agreements shall be cause for a termination of this lease and forfeiture of any bond or undertaking.

Should Lessee be required to move his operation, City shall provide Lessee with a comparable sized area and access to a taxiway and shall either move existing buildings and structures or construct comparable buildings, structures and other improvements at its expense.

Section 25: Permits and Certificates.

Lessee shall, at his own expense, obtain in a timely manner any and all permits and certificates necessary for airport and business operations.

Section 26: No Exclusive Rights.

It is understood and agreed that nothing in this lease shall be construed to grant or to authorize the granting of any exclusive right forbidden by Section 308 of the Federal Aviation Action of 1958 for aeronautical activities including but not limited to:

- (a) Charter Operations
- (b) Aircraft Rental
- (c) Agricultural Spraying Operations
- (d) Aircraft Storage or Sales

The Lessee shall not service or maintain any aircraft on the premises other than his own.

Lessee agrees that the City is free without any obligation to the Lessee to forbear from contracting with others, to lease or to grant rights to erect buildings and offer services to the public whether or not such others compete directly or indirectly with Lessee's business activities. Further, the City may, without breaching this agreement, expand or reduce its airport facilities as it deems appropriate without consulting with Lessee.

Section 27: Insurance.

Lessee shall maintain in force a policy of public liability and property damage insurance with an insurer acceptable to the City, naming the City as a named insured with at least the equivalent of combined limits of \$500,000 for personal injury and property damage. Such policy shall cover all acts and omissions of Lessee, its employees and agents. Insurance coverage shall be increased in the event that either legislative enactments or court decisions cause an increase in the City's minimum liability exposure for tort claims. In any event, the limits of liability shall be reviewed by the City every five (5) years and, if necessary, adjusted to reflect sufficient coverage to protect the City from liability due to any act or omission of Lessee, its employees or agents. Should Lessee disagree with the City's adjustment of policy limits, it may, within 30 days of receiving written notice from the City, apply to the presiding judge of the circuit court for Wasco County, Oregon, for determination as to the appropriate limits of liability. The judge's determination shall be binding upon both parties.

Section 28 .: Savings Clause.

In the event that any clause or portion thereof shall become invalid by reason of subsequent legislation or the decision of any Court or tribunal, the remaining parts of the contract shall remain in full force and effect and the provision or portion thereof invalidated shall be reformed in compliance with the law to reflect as closely as possible the original intent of the parties.

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Section 29: Applicable Laws and Forums.

This lease shall be interpreted and enforced according to the laws of the State of Oregon.

Section 30: Access to Taxiway.

Lessee shall have the right of ingress and egress in common with other users of the airport property, from the leased premises along a ramp easement to a taxiway.

Section 31: Nonwaiver.

Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

Section 32: Attorney Fees.

If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover, in addition to costs, such sum as the Court may adjudge reasonable as attorney fees, or in the event of appeal as allowed by the appellate Court.

Section 33: Time of Essence.

It is mutually agreed that time is of the essence in the performance of all covenants and conditions to be kept and performed under the terms of this lease.

Section 34: Warranties/Guarantees.

City makes no warranty, guarantee, or averment of any nature whatsoever concerning the physical condition of the leased premises, and it is agreed that the City will not be responsible for any loss, damage or costs which may be incurred by Lessee by reason of any such physical condition.

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Section 35: Notices.

All notices required under this lease shall be deemed to be served if sent by certified mail to the last address previously furnished by the parties hereto. Until hereafter changed by the parties in writing, notices shall be sent to the following addresses:

> City of The Dalles 313 Court Street The Dalles, Oregon 97058 Attention: City Manager

> Shearer Sprayers, Inc. 2020 Lambert The Dalles, Oregon 97058

Date of service of such notice is the date such notice is deposited in a Post Office of the United States Postal Service, postage prepaid.

IN WITNESS WHEREOF the parties have executed this agreement upon date first written above.

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

BY: 6hn Mabrey, Mayor

ATTEST:

Barbara Schroeder City Clerk/Treasurer

SHEARER SPRAYERS, INC. 0 R BY: ohn Shearer, President

Linda Erickson, Secretary

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Oregen

This lease agreement made and entered into this 21st day of December, 1987, by and between the City of The Dalles, a municipal corporation of the State of Oregon, hereinafter called "City", and Shearer Sprayers, Inc., an Oregon corporation, hereinafter called "Lessee".

WITNESSETH: In consideration of the rights and promises, agreements and stipulations contained herein, which Lessee is to keep and perform, the City does hereby lease to Lessee those certain premises located at The Dalles Municipal Airport, Klickitat County, Washington; more particularly described as follows:

That part of The Dalles Municipal Airport property, being a part of the Northwest quarter of Section 34, Township 2 North, Range 13 East of the Willamette Meridian, Klickitat County, Washington, described as follows:

Commencing at a railroad spike lying 1.00 feet, more or less, inside the southwesterly edge of Taxiway No. 2 of said The Dalles Municipal Airport, which spike bears South 51002' East a distance of 1846.36 feet from the section corner common to Sections 27, 28, 33, and 34, Township 2 North, Range 13 East of the Willamette Meridian; thence South 350 25' East along a line parallel to and 1.00 feet, more or less, inside the southwesterly edge of said Taxiway No. 2 to a distance of 234.00 feet; thence South 54°35' West a distance of 249.25 feet to a 3/4" iron pipe and the true point of beginning of this description; thence South 35°25' East a distance of 234.00 feet to a 3/4" iron pipe; thence South 54°35' West a distance of 145.00 feet to a 3/4" iron pipe; thence North 35°25' West a distance of 234.00 feet to a 3/4" iron pipe; thence North 54035' East a distance of 145.00 feet to the point of beginning; contains 0.78 acre, more or less.

The property leased does not include the building improvement presently situated upon the leased premises, the said building improvement being personal property and the property of Lessee. PAGE 1 OF 19 - LEASE Section 1: Definitions: As used in this lease, the terms listed in this clause shall have the meaning assigned by this Section, unless the context of use clearly indicates another meaning is intended:

"Airport" shall mean the City of The Dalles Municipal Airport, Klickitat County, Washington;

"Airport Commission" shall mean the City of The Dalles Airport Commission or a successor commission or body appointed by authority of the City to advise or manage the Airport;

"Airport Manager" shall mean a person or persons designated by the City and charged with the overall responsibility for management of the Airport on a day-to-day basis;

City" shall mean the City of The Dalles, a municipal corporation of the State of Oregon;

"City Council" or "Council" shall mean the City Council of the City of The Dalles;

"City Manager" shall mean the City Manager of the City of The Dalles, his deputy, administrative assistant or designee, provided the designee is appointed in writing to act for the City Manager in Airport matters;

"City Clerk" or "Clerk" shall mean the Clerk/Treasurer of the City of The Dalles, or his designee;

"Airplane" shall mean a heavier than air conveyance designed to transport persons or property through the air, which generates lift by the flow of air over an airfoil or wing, and which is not a helicopter;

"Helicopter" shall mean a heavier than air device for the transportation of persons or property, propelled and held aloft by PAGE 2 OF 19 - LEASE

the flow of air over a powered rotary wing pivoted through an arc greater than 180 .

Section 2: Premises and Concession.

The City hereby leases to the Lessee the premises at the City of The Dalles Municipal Airport, the real property heretofore described. Lessee shall, at Lessee's sole expense, maintain all improvements on the premises herein leased. Lessee may use the premises herein for the operation of a business for agricultural spraying operations and the charter, rental, sales and storage of airplanes and helicopters and for business offices and sales areas related to the enumerated activities. Lessee shall not use the premises for conducting any business activity not authorized herein without the written consent of the City. Lessee shall not sell any aircraft fuel on the premises. The City reserves the right to enter upon the leased premises at reasonable times for inspection. The City reserves the right to locate utilities and navigation needs upon the leased premises, and reserves the right of ingress and egress for maintenance. The City further reserves the right for aircraft and vehicle ingress and egress over the areas designated as the "Ramp" and colored in yellow on Exhibit "A". This is to provide future access for additional hangar and tie down areas located adjacent to the leased premises, and to provide access to the main taxiway to Runway 30 and 25.

The building improvement presently situated upon the real property leased is the separate property of Lessee, the Lessee having acquired it from a prior tenant, is personal property and is not the property of the City. The building improvement shall remain the property of Lessee until the expiration of the full fifteen (15) year term of this lease plus the periods of any extended terms of this lease, whereupon it shall become the property of the City. If this lease is terminated for any reason prior to the expiration of the fifteen (15) year term of this lease plus any extended periods of this lease, other than by mutual agreement of the parties, then if said termination is due to a default by the Lessee, the building improvements shall become the property of the City; otherwise, the building improvements shall remain the property of the Lessee and shall be removed from the leased premises within sixty (60) days following said termination.

Section 3: Terms.

The lease granted hereunder shall be for a fixed term of fifteen (15) years with the option to renew, commencing on the 21st day of December, 1987, and terminating on the 21st day of December, 2002.

Providing Lessee is not in default hereunder, the Lessee has the option to extend this lease for three successive periods of five (5) years each. Prior to the end of any term of this lease, the Lessee may exercise his option to extend the term of this lease for the next additional five (5) year period by notifying the City in writing not less than thirty (30) days prior to the expiration of the current term. All extended terms of this lease shall be upon the same terms and conditions as the lease for the initial including an increase or decrease in rent pursuant to the consumer price index percentage of change as herein provided.

Section 4: Rent.

Lessee shall pay rent in advance on the execution hereof and on each anniversary date hereof thereafter. The minimum annual rent reserved shall be Seven Hundred Eighty Dollars (\$780.00) per year. PAGE 4 OF 19 - LEASE Each five year anniversary thereafter, the base rent shall be adjusted by the same percentage as the increase or decrease in the Portland, Oregon, Consumer Price Index for All Urban Consumers for All Items as prepared by the Bureau of Labor Statistics of the United States Department of Labor, or its successor. Provided, however, the maximum percentage increase or decrease in rent permitted under this lease for any 15 year time frame shall be 100%. The base year index shall be July, 1987, and the next "Consumer Price Index" shall be the July "Consumer Price Index" figure for July, 1992, which shall affect the rent for the following five years beginning with the rent payment of December 21, 1992. The City Manager shall notify the Lessee at least thirty (30) days in advance of any rental increase or decrease. If at any time the said Index is materially changed in any manner or is discontinued, then the rental adjustment provided for by this clause shall be made by converting the "Consumer Price Index" into a new or substituted index as nearly as may be so that mathematically the new or substituted index for the purposes of this lease will be a continuation of the old index.

All buildings and structures on the leased premises shall become City property immediately upon the expiration of the fifteen (15) year term of this lease plus any extended terms. If the leased premises or any improvements thereon are damaged or destroyed by fire or other casualty, the Lessee, at Lessee's election, shall either repair, rebuild or restore the property damaged in accordance with City development standards or remove the remaining portions of said improvements. These matters, if undertaken, shall be completed within 90 days from the event of the damage or destruction. The City may insure any insurable interest it may have in said building PAGE 5 OF 19 - LEASE improvement now situated on the leased premises at the City's expense, should the City so elect.

Section 5: Utilities.

Lessee shall pay for all utilities used on the leased premises including, but not limited to heat, light, electricity, water, sewer, trash disposal and garbage service to the leased premises reserved herein. The water to the leased premises is supplied to the City by the Dallesport Water Association system. All water to the premises flows through the City's master meter, and the leased premises herein has a meter located thereon. Lessee shall pay to the City a sum of money equal to one-third (1/3) of the City's base monthly water charge of the City's airport property as would be charged by the Dallesport Water Association to the City, together with such water as is actually used at the same rate the City pays for it to its supplier. If meter readings show Lessee is exceeding the pro rata one-third (1/3) base monthly water charge, then he shall pay the City for the excess amount used at the rate then being charged the City. Should the City take some action which causes an increase in the base monthly water charge, Lessee's pro rata base monthly water charge shall be recomputed to reflect said change. In the event the City develops its own water system on the premises before the termination of this lease, the water shall be paid for at the same rate the City bills its own commercial customers for metered water services.

Section 6: Fixtures.

Any fixtures installed and permanently attached in the buildings and structures shall become the property of the City at the termination of the lease. Lessee shall bear the cost of expansion, extension or resizing of utility services or building alterations necessary to accommodate Lessee's fixtures approved for installation. PAGE 6 OF 19 - LEASE

Section 7: Maintenance of Building and Structures.

The Lessee, at Lessee's sole expense, shall maintain all buildings and structures and portions thereof on the leased premises in a good state of repair. Building interiors and exteriors including walls, ceilings, floors, doors, windows, stairways, fixtures, counters and furnishings shall be kept clean and free of dirt, debris, trash, clutter and injurious substances. Hallways, doors, walks, exits, stairways, landings, lobbies and passageways shall be kept free of obstructions. Broken glass, ceramics, plastic and similar debris, and liquid spills shall be cleaned immediately. Restrooms shall be cleaned and have supplies of soap, towels and toilet paper renewed as often as is necessary, but not less than is necessary to keep them reasonably clean and sanitary. Building exteriors and structure exterior shall be kept in good repair by the Lessee. Loose roofing and siding materials shall be secured. Broken window glass shall be replaced immediately. Gutters, drains and downspouts shall be cleaned as often as necessary to insure proper operation, but not less than once a year. In the event of damage to the exterior surface of the building or structure, the Lessee shall immediately take necessary steps to prevent and eliminate damage due to entry of wind blown particulates, sand, water, snow, ice, hail or volcanic ash. Buildings shall be painted or refinished as often as is necessary to ensure a neat, clean appearance. Lessee shall submit proposed exterior color schemes to the Airport Commission for approval prior to painting.

Section 8: Maintenance of Grounds.

Lessee shall, at Lessee's sole expense, maintain walks, lawns, landscaping, flower beds, parking lots and aprons, if any, PAGE 7 OF 19 - LEASE surrounding the buildings on areas reserved for Lessee's use. Lessee shall water shrubs, trees and flower beds, if any, sufficiently to maintain plantings in a healthy condition. Lessee need not water turf areas during the months of June, July and August. Lessee may provide additional landscaping at his expense. A plot plan showing the location of plantings and giving plant species shall be approved by the Airport Commission prior to installation of plant materials. Plantings made by the Lessee shall become the property of the City upon termination. Lessee shall mow actively growing lawns as often as necessary to maintain the lawn in a neat, attractive condition and shall apply fertilizers and preparations to control weeds. Paved and unpaved sidewalks, aprons and parking areas shall be kept free of trash, debris, snow and obstructions. In addition, ice, gravel and pebbles shall be removed from paved areas.

Section 9: Access to Premises.

Lessee shall improve Lessee's own roadway at its current location to design standards acceptable to the City from the point of intersection with the airport access road to Lessee's automobile parking area. Such roadway shall be marked with a sign indicating direction to Lessee's place of business. In the event the adjacent roadways and parking lots are paved, Lessee shall provide paving of the same quality within one year.

Section 10: Areas Open to the Public.

Lessee may designate areas open to customers and the public with due regard to safety. Restrooms shall be provided by the Lessee for customer and employee use. The Lessee may make and enforce such rules as it deems necessary to control access. Lessee may also make and enforce such rules as it deems necessary to control the conduct PAGE 8 OF 19 - LEASE of persons within areas open to the public. Lessee's rules shall be subject to approval of the Airport Commission and the City Council, which approval shall not be unreasonably withheld. Lessee shall also abide by the rules, regulations, statutes, ordinances and laws of the City, Klickitat County, the State of Washington, the State of Oregon or the United States governing access to airport facilities and behavior while upon such facilities. Lessee shall post signs and notices to inform the public concerning operating hours, entry prohibitions and smoking restrictions.

Section 11: Helicopter Sales and/or Rentals.

Lessee may conduct and perform sales of new or used helicopters in the area leased under this agreement, and may provide helicopter charter services from the leased premises.

Section 12: Agricultural Spraying.

Lessee may use the leased premises to conduct an agricultural spraying business. To this end, Lessee may store owned or leased spray equipment, aircraft and chemicals on the leased premises. All hazardous chemicals shall be in sound, properly designed and clearly marked containers. No chemicals shall be stored outside of a building or on non-approved locations. Lessee shall post signs at building entries indicating the hazardous substances stored within their location. Lessee shall not dump or otherwise waste chemicals on the airport property. All spills, leaks or contamination shall be rendered safe and removed in an environmentally safe manner. Lessee shall inspect containers at least once a week to ensure no leakage is occurring. Chemical residue from cleaning the aircraft tank interiors and equipment interiors shall not be permitted to drain into any septic tank or sewer system or into the ground, but shall be

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drained into drains equipped with filters, or holding tanks. Filter sludge or tank effluent may be disposed of at the Airport at a State approved site. Lessee shall be responsible for installation of a containment catch basin if the site is used for loading and unloading of agricultural chemicals into and from aircraft and/or helicopters. The purpose of the containment catch basin is to provide containment of chemical spillage and allow for wash down and acceptable disposal of the effluent. The controlling intent and requirement of this Section is that the Lessee shall have the responsibility to comply with all State, Federal, County, and Municipal regulations with respect to the storage, handling, sale and/or disposal of chemicals on the leased premises. The Lessee shall indemnify and save the City harmless for its failure to so comply.

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Lessee shall not assign this lease or any right hereunder to any persons or entity other than to John Shearer, the spouse or lineal descendants of legal age and capacity of John Shearer or to a corporation which John Shearer, his spouse or lineal descendants of legal age own a majority of the outstanding stock and who shall first sign an agreement to be bound by all terms and conditions of this lease. Any attempt to assign this lease or any right hereunder to any persons or entity other than herein stated shall be grounds for immediate termination or default of the lease.

PAGE 11 OF 19 - LEASE

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Lessee shall maintain and repair all barriers, gates and fences located upon the leased premises and shall extend the existing chain link fence from its current end far enough to prevent unauthorized persons or vehicles from entering the aircraft apron or runway system through the access road to the leased premises. Lessee shall keep on hand a supply of wire, posts and tools necessary for fence repair and shall perform minor repairs including but not limited to splicing wire, repairing breaks and resetting gate posts.

Section 20: Termination for Default.

The City may terminate this lease upon failure of Lessee to pay the rent due within 20 days of the time specified herein or to cure PAGE 12 OF 19 - LEASE any other default of this lease within 90 days after proper notice to Lessee and in the manner prescribed by the law of Oregon for default upon a demonstrable failure of the Lessee to abide by the terms of the lease. Upon termination of this lease, the Lessee shall remove all employees and his property from the leased premises. Any unpaid portion of any annual rent or flowage fees shall be forfeited to the City. In addition, Lessee shall be liable to the City for any damage to City facilities caused by the deliberate or negligent act of Lessee, his agents or employees. Any notice hereunder, including notice of termination, shall be in writing and may be served upon the Lessee by a personal service or by mailing it return receipt mail to Lessee's address.

Section 21: Bankruptcy Termination.

This lease shall be terminated, and any bond or undertaking for faithful performance forfeited to the City, in the event of any filing of voluntary bankruptcy or the entry of an order for relief in an involuntary bankruptcy or the failure of lessee to obtain dismissal of said involuntary bankruptcy within 180 days of its filing, whichever comes first.

Section 22: Liens Upon Premises.

The Lessee shall pay all taxes on the leased premises, and in the event the State of Washington assesses leaseholder interest taxes or any other similar taxes - whether denominated ad valorem, excise, sales or otherwise - they shall be added to the minimum rental herein reserved and paid by Lessee. The Lessee shall have the right to adjudicate any assessed tax in the name of the Lessor at no expense to the Lessor. Lessee shall also keep the premises herein described free and clear of all liens during the period of this lease. PAGE 13 OF 19 - LEASE

Provided always, and these present are upon this condition, that if Lessee shall be in arrears in the payment of said rent for a period of twenty (20) days after the same becomes due, or if said Lessee shall fail or neglect to do, keep, perform or observe any of the covenants and agreements contained herein on its part to be done, kept, performed and observed and such default shall continue for ninety (90) days or more after written notice of such failure or neglect shall be given to Lessee, or if said Lessee shall be declared bankrupt according to law, or if any total assignment of its property shall be made for the benefit of creditors, or if on the expiration of this lease Lessee fails to surrender possession of said premises, then and in any of said cases or events, the City or those having City's estate in the premises, lawfully, at its or their option, immediately or at any time hereafter, without demand or notice, may enter into and on said demised premises and every part thereof and repossess the same as of City's former estate, and expel said Lessee and those claiming by, through and under Lessee and remove Lessee's effects at Lessee's expense, forcibly if necessary, and store the same, all without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of rent or preceding breach of covenant.

In the event Lessee for any reason shall hold over after the expiration of this lease, such holding over shall not be deemed to operate as a renewal or extension of this lease, but shall only create a tenancy from month to month which may be terminated at any time by the City by giving thirty (30) days written notice.

Section 23: Ownership Upon Termination.

At the expiration of said lease term including any extended term thereof, or upon a default termination hereof under the terms of this

2

lease, the Lessee shall quit and deliver up said leased premises, all future erections or additions to or upon the same and any and all building improvements passing to the City pursuant to Section 2 hereof, in good condition to the City peacably, quietly and in as good order and condition, reasonable wear and tear, damage or destruction by fire, acts of God and the elements thereof excepted, and free and clear of any liens and/or claims, including taxes. Either party may insure the improvements on the leased premises as their interest may appear and for their separate insurable interest in whatever amount is desired against loss or damage or destruction by fire or other casualty without naming the other party as a named insured. Neither party shall be liable to the other for any loss or damage to the improvements caused by fire or any of the risks enumerated in a standard fire insurance policy with or without an extended coverage endorsement if such insurance was affordable at the time of such loss or damage. If requested by the other party, each party to this lease shall obtain from their respective fire insurance carriers, if issued, waivers of subrogation against the other party, agents, employees.

Section 24: Subordination to State and Federal Agreements.

The provisions of this lease shall be subordinate to any existing or future agreement between the City and the United States, the State of Oregon, the State of Washington or Klickitat County or any governmental agency representing them relative to the maintenance, operation or improvement of the airport, the execution of which has been or may be made condition precedent to the expenditure of County, State or Federal funds for the development or operation of the

PAGE 15 OF 19 - LEASE

airport. Failure of the Lessee to comply with terms of any such existing or future intergovernmental agreements shall be cause for a termination of this lease and forfeiture of any bond or undertaking.

Should Lessee be required to move his operation, City shall provide Lessee with a comparable sized area and access to a taxiway and shall either move existing buildings and structures or construct comparable buildings, structures and other improvements at its expense.

Section 25: Permits and Certificates.

Lessee shall, at his own expense, obtain in a timely manner any and all permits and certificates necessary for airport and business operations.

Section 26: No Exclusive Rights.

It is understood and agreed that nothing in this lease shall be construed to grant or to authorize the granting of any exclusive right forbidden by Section 308 of the Federal Aviation Action of 1958 for aeronautical activities including but not limited to:

- (a) Charter Operations
- (b) Aircraft Rental
- (c) Agricultural Spraying Operations
- (d) Aircraft Storage or Sales

The Lessee shall not service or maintain any aircraft on the premises other than his own.

Lessee agrees that the City is free without any obligation to the Lessee to forbear from contracting with others, to lease or to grant rights to erect buildings and offer services to the public whether or not such others compete directly or indirectly with Lessee's business activities. Further, the City may, without breaching this agreement, expand or reduce its airport facilities as it deems appropriate without consulting with Lessee.

Section 27: Insurance.

Lessee shall maintain in force a policy of public liability and property damage insurance with an insurer acceptable to the City, naming the City as a named insured with at least the equivalent of combined limits of \$500,000 for personal injury and property damage. Such policy shall cover all acts and omissions of Lessee, its employees and agents. Insurance coverage shall be increased in the event that either legislative enactments or court decisions cause an increase in the City's minimum liability exposure for tort claims. In any event, the limits of liability shall be reviewed by the City every five (5) years and, if necessary, adjusted to reflect sufficient coverage to protect the City from liability due to any act or omission of Lessee, its employees or agents. Should Lessee disagree with the City's adjustment of policy limits, it may, within 30 days of receiving written notice from the City, apply to the presiding judge of the circuit court for Wasco County, Oregon, for determination as to the appropriate limits of liability. The judge's determination shall be binding upon both parties.

Section 28.: Savings Clause.

In the event that any clause or portion thereof shall become invalid by reason of subsequent legislation or the decision of any Court or tribunal, the remaining parts of the contract shall remain in full force and effect and the provision or portion thereof invalidated shall be reformed in compliance with the law to reflect as closely as possible the original intent of the parties.

PAGE 17 OF 19 - LEASE

Section 29: Applicable Laws and Forums.

This lease shall be interpreted and enforced according to the laws of the State of Oregon.

Section 30: Access to Taxiway.

Lessee shall have the right of ingress and egress in common with other users of the airport property, from the leased premises along a ramp easement to a taxiway.

Section 31: Nonwaiver.

Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

Section 32: Attorney Fees.

If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover, in addition to costs, such sum as the Court may adjudge reasonable as attorney fees, or in the event of appeal as allowed by the appellate Court.

Section 33: Time of Essence.

It is mutually agreed that time is of the essence in the performance of all covenants and conditions to be kept and performed under the terms of this lease.

Section 34: Warranties/Guarantees.

City makes no warranty, guarantee, or averment of any nature whatsoever concerning the physical condition of the leased premises, and it is agreed that the City will not be responsible for any loss, damage or costs which may be incurred by Lessee by reason of any such physical condition.

PAGE 18 OF 19 - LEASE

Section 35: Notices.

All notices required under this lease shall be deemed to be served if sent by certified mail to the last address previously furnished by the parties hereto. Until hereafter changed by the parties in writing, notices shall be sent to the following addresses:

> City of The Dalles 313 Court Street The Dalles, Oregon 97058 Attention: City Manager

> Shearer Sprayers, Inc. 2020 Lambert The Dalles, Oregon 97058

Date of service of such notice is the date such notice is deposited in a Post Office of the United States Postal Service, postage prepaid.

IN WITNESS WHEREOF the parties have executed this agreement upon date first written above.

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

BY: a John Mabrey, Mayor

ATTEST:

Barbara Schroeder City Clerk/Treasurer

SHEARER SPRAYERS, INC.

BY: R John Shearer, President

Linda Erickson, Secretary

PAGE 19 OF 19 - LEASE



RESOLUTION NO. 87 - 100

A RESOLUTION AUTHORIZING CITY OFFICERS TO ACT

WHEREAS, the State Economic Development Department is soliciting grant proposals for community development projects,

WHEREAS, housing rehabilitation is one of the City's short term community development objectives,

WHEREAS, a public hearing was held December 21, 1987, and the response of the Council and the public was favorable, and

WHEREAS, the rehabilitation of 25 housing units will benefit property owners and the community as a whole by aiding the preservation of the City's housing stock.

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

The Mayor, City Clerk, and other officers and employees of the City of
The Dalles are hereby authorized and instructed to sign grant application forms.
DONE AND DATED THIS <u>21ST</u> DAY OF <u>DECEMBER</u>, 19<u>87</u>.
Voting Yes, Councilmen: <u>PROBSTFIELD, CLARK, PHILLIPS AND WILL</u>
Voting No, Councilmen: <u>NONE</u>
Absent, Councilmen: <u>NONE</u> (COUNCIL SEAT WARD I VACANT)
Abstaining, Councilmen: <u>NONE</u>

APPROVED BY THE MAYOR THIS 21ST DAY OF DECEMBER, 1987.

John Mabrey City Mayor

ATTEST:

bara Schroeder City Clerk/Treasurer

OREGON COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM Economic Development Department 595 Cottage Street NE Salem, OR 97310 Telephone: 378-3732 Grant Application TYPE OF PROJECT: X Housing and Community Facilities Public Works Imminent Threat

PLEASE SUBMIT ONE ORIGINAL AND FOUR COPIES

Applicant:City of The DallesAddress:313 Court StreetThe Dalles, OR97058

Contact Person: Jack Lesch, Planning Director Address: 313 Court Street, The Dalles, OR 97058

Telephone: 296-5481

Τ.

3.

Person Responsible for Grant Administration: Jack Lesch Address: 313 Court Street, The Dalles, OR 97058

Telephone: 296-5481

Project Title and Description (one or two sentences).

The Dalles Housing Preservation Grant: No less than 25 single family homes occupied by low income home owners would be rehabilitated under this project. OCDBG funds would be matched by weatherization grants through the Mid-Columbia Community Action Council so that repair and weatherization work can be done at the same time.

Α.	Oregon Community Development funds	\$ 147,500.00
В.	Other funds	\$ 76,650
с.	Total	\$ 224,150

CERTIFICATION OF HIGHEST ELECTED OFFICIAL

Estimated Cost of the Project:

I certify that, to the best of my knowledge: (1) all information contained in this application is valid and accurate; (2) the submission of this application has been authorized by the governing body of the city/county; and (3) if funding is received, we will comply with all applicable federal and State requirements as described in the Oregon Community Development Block Grant Program 1988 Applicant's Handbook.

Signatu	re: John Mabrey
Name:	John Mabrey Type or Print)
Signatu	re: X , Janian Schoeder
(ATTE Name:	ST) Barbara Schroeder

Title:	Mayor of The Dalles
Date:	December 21, 1987
Title:	CITY CLERK/ TREASURER
Date:	December 21, 1987

OCD Standard Application-Page 1

JJD:1h:0470C BRD:09/24/87

December 23, 1987

EXCERPT FROM DECEMBER 21, 1987 REGULAR CITY COUNCIL MEETING MINUTES:

"Oregon Community Development Fund/ Housing Rehabilitation - Resolution No. 87-100

City Manager Cesar read a proposed resolution entitled, "A Resolution Authorizing City Officers to Act" relating to the above-titled item of business. Planning Director Lesch gave an explanation of the proposal, and Mayor Mabrey presented the hearing procedure.

Mayor Mabrey opened the public hearing asking if there was anyone in the audience wishing to speak in favor of the proposal? Jim Slusher, Executive Director of the Mid-Columbia Community Action Council, 312 E. 4th Street, spoke in favor of the proposal, stating that their Board of Directors has unanimously agreed to accept a contract with the City if a grant is awarded. Mr. Slusher explained the C.A.C.'s existing rehabilitation program for rural Wasco County, and commented on the need for weatherization/ rehabilitation assistance in the City of The Dalles. Approximately 50% of eligible weatherization applicants cannot take full advantage of the C.A.C. program because of repair work that needs to be done before weatherization of their home can proceed. Some are denied aid altogether. He said letters of support were being offered by Farmers' Home Administration, Mid-Columbia Housing Authority and the State Community Action Program.

Mayor Mabrey asked if there was anyone in the audience wishing to speak in opposition to the proposal. Hearing none, the Mayor asked if there was anyone in the audience wishing to speak either for or against the proposal. No further testimony was presented and the hearing was closed for City Council consideration.

Councilman Clark moved, seconded by Phillips, to adopt the reoslution authorizing application to the Oregon Community Development Program. Motion carried unanimously. Vacant Seat - Ward.

Prepared by/ Jack Lesch, Planning Director

RESOLUTION NO. 87 - 99

A RESOLUTION AUTHORIZING OFFICERS TO ACT AND CALLING A PUBLIC HEARING

WHEREAS, City Manager, Del Cesar has announced his resignation effective June 30, 1988; and

WHEREAS, the City Council of the City of The Dalles desires to start proceedings to find a replacement City Manager; and

WHEREAS, the League of Oregon Cities provides a program of assistance for cities searching for City Managers; and

WHEREAS, the City Council deems it in the best interest of the City to obtain the assistance of the League of Oregon Cities in their search for a City Manager;

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

Section 1. Officers to Act.

The Mayor, City Clerk, and such other officials and employees of The City of The Dalles, as are appropriate, are hereby authorized to do such acts as are necessary and proper to contract with the League of Oregon Cities for its assistance in searching for a replacement City Manager.

Section 2. Public Hearing.

A public hearing is hereby called for at 7:30 p.m. on January 11, 1988, for the purpose of providing an opportunity for public comment on the standards, criteria, and directives to be used in hiring said City Manager.

DONE AND DATED THIS 21st DAY OF DECEMBER, 1987.

Voting Yes, Councilmembers: Voting No, Councilmembers: Absent, Councilmembers: Abstaining, Councilmembers: CLARK, PROBSTFIELD, PHILLIPS AND WILL NONE NONE - COUNCIL SEAT, WARD I - VACANT NONE

Page 1 of 2 - RESOLUTION

AND APPROVED BY THE MAYOR THIS 21ST DAY OF DECEMBER, 1987.

ATTEST: Barbara Schroeder City Clerk/Treasurer

John Mabrey, Mayor

League of Oregon Cities

SALEM: Local Government Center, 1201 Court Street N.E., P.O. Box 928, Salem 97308, Telephone: (503) 588-6550 EUGENE: Hendricks Hall, University of Oregon, P.O. Box 3177, Eugene 97403, Telephone: (503) 686-5232

December 3, 1987

Del Cesar City Manager 313 Court Street The Dalles, OR 97058

RE: LEAGUE OF OREGON CITIES' CITY MANAGER RECRUITMENT SERVICE

Dear Del:

I am enclosing three copies of the recruitment manual which I referred to in our recent conversation. It discusses the basic process and should be of value to the council as they discuss recruitment plans.

Also, in response to your request that the League of Oregon Cities provide information on details of service and fees available under our City Administrator Recruitment Services (CARS) program, let me briefly outline the key elements of our services:

- We are available to work with the council to draft a profile for the city manager position. The profile is generally used to tailor a job description when advertising the position, as well as a guideline for the council as they begin to sort through resumes and interview candidates.
- 2. We would draft and place advertisements.
- All applications would be sent to the League, if the city so desires. Acknowledgement letters over the mayor's signature would be sent to all candidates applying.
- 4. We respond to inquiries concerning the recruitment status during the process.
- 5. We would screen the applications down to 20-30 which most closely fit the developed profile and forward our recommendations to the council for further local screening. (However, <u>all</u> applications would be sent to the city for possible review.)

Del Cesar December 3, 1987 Page 2

1.00

- 6. Background checks would be performed on 8-10 candidates which the council would choose. Packets of information would then be prepared on those finalists for the mayor and each councilmember. This information would be used to select those that you wish to interview for the position.
- 7. We send out rejection letters as they might pertain in the process.

The above process is not a rigid one. For much of the process we contract with the Local Government Personnel Institute and have found Colleen Hoss, LGPI Director, invaluable in personnel recruitment matters. We are available to meet with the council on any occasion to discuss the process as it unfolds or to assist you in any other way which you feel might be appropriate.

The fee for CARS service is \$950, which covers all elements described above except background checks. Backgrounds are \$140 each. The fee includes any trips to The Dalles. If the city desires only one or two of the outlined services, a reduced rate may be negotiated.

It generally takes approximately 3½ months from the time of placing advertisements to the time of making a final selection. That time frame can be shortened considerably, depending on how fast the council wants to accomplish each phase of the process.

I hope this information is useful, my apologies for the delay. If you would like Colleen and me to attend a council meeting or work session to answer questions, don't hesitate to give me a call.

Sincerely,

Richard C. Townsend Executive Director

RCT:ale

Enclosures

cc. Colleen Hoss, LGPI

RESOLUTION NO. 87 - 98

A RESOLUTION AUTHORIZING CITY OFFICERS TO ACT

WHEREAS, the State Historic Preservation Office is soliciting grant proposals for community historic preservation projects, and

WHEREAS, the City Historical Landmarks Commission is working on a district nomination to the National Register of Historic Places for the Trevitt's Addition, and

WHEREAS, a public meeting was held on October 29, 1987, for property owners and residents, and the response to the Historic Landmarks Commission's proposal was favorable, and

WHEREAS, approval of a National Register District would benefit property owners and the community as a whole,

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

The Mayor, City Clerk, and other officers and employees of the City of The Dalles are hereby authorized and instructed to sign grant application forms.

DONE AND DATED THIS <u>7TH</u> DAY OF <u>DECEMBER</u>, 19<u>87</u>. Voting Yes, Councilmen: <u>CLARK, PHILLIPS, PROBSTFIELD, SMITH AND WILL</u> Voting No, Councilmen: <u>NONE</u> Absent, Councilmen: <u>NONE</u> Abstaining, Councilmen: NONE

APPROVED BY THE MAYOR THIS 7TH DAY OF DECEMBER, 1987.

ohn Mabrey City Mayor

ATTEST:

City Clerk/Treasurer



RESOLUTION NO. 87 - 97

A RESOLUTION AUTHORIZING OFFICERS TO ACT

WHEREAS, The Dalles-Wasco County Public Library desires to make an Application for federal funds through the federally assisted LSCA VI - Library Literacy Program to establish and maintain an English as a Second Language Resource Center to be located at The Dalles-Wasco County Public Library; and

WHEREAS, said funding would also be used to aid in increasing and improving the scope of the English as a Second Language materials collection at The Dalles-Wasco County Public Library; and

WHEREAS, said funding would also be used to aid in increasing the awareness of the English as a Second Language Resource Center to the Wasco County ESL population; 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 give approval to The Dalles-Wasco County Public Library to make said application to LSCA VI - Library Literacy Program;

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

Section 1. Application Aproved.

The Application for federal assistance through LSCA VI - Library Literacy Program, 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 Application and to do such other acts as are necessary and proper.

DONE AND DATED THIS 16TH DAY OF NOVEMBER, 1987.

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

CLARK, PHILLIPS, WILL, PROBSTFIELD AND SMITH NONE NONE

AND APPROVED BY THE MAYOR THIS 16TH DAY OF NOVEMBER, 1987.

ATTEST:

Barbara Schroeder City Clerk/Treasurer

John Mabrey, Mayo

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LISCA VI - LIbrary Literacy Program LOCAL PUBLIC LIBRARY PORM

PART III - BUDGET INFORMATION

OME APPROVAL NO. 25-REE18

		SECTION A	- BUDGET SUMMAR	٧			
GRANT PROGRAM, FUNCTION OR	FEDERAL	ESTIMATED UNO	BLIGATED FUNDS	NEW OR REVISED BUDGET			
ACTIVITY (a)	CATALOG NO.	FEDERAL (c)	NON-FEDERAL	FEDERAL	NON-FEDERAL	TOTAL	
1. Promotion	84.167		6	\$ 7914.25		\$ 7014.05	
2. Materials Acquisition	84.167					• 7914.25	
3. Library Use	84.167			16580.75		16580.75	
4. Training	84.167			500.00		500.00	
5. TOTALS			1	\$24995.00		500.00 \$ 24995.00	

SECTION B - BUDGET CATEGORIES

A DESTRIADE ANTRODUCA		GRANT PROGRAM, FUNCTION OR ACTIVITY					
6. OBJECT CLASS CATEGORIES	(1) Promotion	(2) Materials Acquisition	(3) Library Use	(4) Training			
a. PERSONNEL	\$3625.00	s	\$	\$	\$ 3625.00		
6. FRINGE BENEFITS	471.25				471.25		
e TRAVEL					471.25		
d. EQUIPMENT		3750.00			3750.00		
a. Supplies		150,00			150.00		
1. CONTRACTUAL	,	100.00			1.50.00		
S. LIBRARY MATERIALS		12680.75			12680.75		
h. OTHER	3400.00	418.00		500.00	4318.00		
L TOTAL DIRECT CHARGES					24995.00		
j INDIRECT CHARGES							
k TOTALS	\$	\$	\$	\$	\$24995.00		
7. PROGRAM INCOME	\$	\$	\$	\$	5		

HEW-GOST

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 F11

Local Public Library Form, Continued

OMB APPROVAL NO. 29-R0218 SECTION C - NON-FEDERAL RESOURCES () GRANT PROGRAM (c) STATE (d) OTHER SOURCES (e) TOTALS (6) APPLICANT \$ 2 \$ -9 10. 39. 12. TOTALS -S --SECTION D - FORECASTED CASH NEEDS 2ND QUARTER **3RD QUARTER 4TH QUARTER** TOTAL FOR 1ST YEAR **1ST QUARTER** 13. FEDERAL \$ 6248.00 \$ 6251.00 \$ \$ 6248.00 \$ 6248.00 24995.00 14. NON-FEDERAL 3 8 8 \$ 16. TOTALS \$ SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

FIRST	(c) SECOND \$ 2136.00	(d) THIRD \$ 2136.00	(e) FOURTH \$ 2136.00
136.00	\$ 2136.00	\$ 2136.00	\$ 2136.00
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136.00	\$ 2136.00	\$ 2136.00	\$ 2136.00
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21. DIRECT CHARGES: .25 FTE x\$7.25 + 13% =\$4096.25

22. INDIRECT CHARGES: (500 hours + \$471.25 benefits)

23. REMARKS:

F12

HEW-608T

The Applicant hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements, as they relate to the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies:

- It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- 2. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.
- 3. It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
- 4. It will comply with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving Federal financial assistance.
- 5. It will comply with Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 *et seq.*, which prohibits discrimination on the basis of sex in education programs and activities receiving Federal financial assistance.
- 6. It will comply with the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 *et seq.*, which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance.
- 7. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
- 8. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
- 9. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.
- 10. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- 11. It will give the sponsoring agency or the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant.
- 12. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
- 13. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- 14. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, P.L. 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires, on or after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
- 15. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 *et seq.*) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

U. S. GOVERNMENT PRINTING OFFICE 1987/190-502/70145

INTRODUCTION

The Dalles-Wasco County Public Library's mission is to provide free and equal access to all types of materials for any individual's informational, recreational and educational needs. The library , located in rural eastern Oregon, serves the 19,533 residents of Wasco County who are spread over 2,396 square miles. The library funding for operations and materials comes from City of The Dalles, Wasco County and Treaty Oak Community College Service Districts operating budgets. The library presently has about 40,000 volumes in its collection with 40 volumes classified as English as a Second Language materials. The average annual total circulation is 100,000 items per year. At this time the library does not have adequate resources to serve the English as a Second Language population in Wasco County.

Four years ago the library joined with the local community college service district and Oregon Literacy Council to revitalize the literacy effort. Members of the library staff are literacy tutors and also serve on the Wasco County Literacy Advisory Council. The library donates space for tutoring, and works closely with the community college's literacy program coordinator. This demonstrates the library's continuing commitment to cooperative literacy efforts in Wasco County.
This proposal for an English as a Second Language Resource Center, would provide English as a Second Lanugage (ESL) residents of Wasco County with the following services:

- 1. Increase the English as a Second Language materials collection at The Dalles-Wasco County Public Library.
- 2. Provide a variety of multi-media resources.
- 3. Promote a campaign to inform the English as Second Language population about the library services available to them.
- 4. Provide a central location with equal access for the English as a Second Language Resource materials.

Community support for this proposal has been widespread. Responses can be read in the attached letters. (see appendixes1, 2 and 3)

The objectives involve the development of the plan to establish an ESL Resource Center, purchase materials to be housed at the center and to increase awareness about the services and materials at the Resource Center.

The English as a Second Language Resource Center will allow the library for the first time to better meet its mission statement of providing free and equal access to all types of materials for any individuals informational, recreational and educational needs. The ESL population will have the opportunity to utilize resource materials and services at their library.

GOALS AND OBJECTIVES

GOAL

To increase literacy among the English as a Second Language population of Wasco County, Oregon

OBJECTIVE 1

To establish an English as a Second Language Resource Center at The Dalles-Wasco County Public Library by September 30, 1989

ACTIVITIES

- a. Hire a coordinator
- b. Contact five other existing English as a Second Lanugage Resource Centers in the United States
- c. Consult with ESL and Adult Basic Education (ABE) specialists
- d. Establish a committee composed of local ESL and Adult Basic Education specialists to plan the center
- e. Draw up plans for the new English as a Second Language Resource Center

OBJECTIVE 2

To increase and improve the scope of the English as Second Language materials collection at The Dalles-Wasco County Public Library

ACTIVITIES

- a. Coordinator will consult with the Project Director, Reference Librarian and other specialists about selection procedures
- b. Establish a core collection of high interest-low vocabulary materials at the library
- c. Purchase bi-lingual materials for minority populations in the county
- d. Purchase a table, chair and book shelves for ESL Resource Center
- e. Purchase literacy related materials
- f. Arrange for training of the library staff and literacy workers encompassing cultural awareness, technology skills and use of the library resources

OBJECTIVE 3

To increase the awareness of the English as a Second Language Resource Center to the Wasco County ESL population

ACTIVITIES

- a. Coordinator will conduct a publicity campaign
- Publicity materials and directional signs will be designed and made to advertise the ESL Resource Center and other county literacy resources
- c. Utilize newsletters throughout the community to advertise the English as a Second Language Resource Center
- d. Work in conjunction with Treaty Oak Community College Service District, The Wasco County Literacy Advisory Board, The Dalles-Wasco County Library Board and other organizations working to increase the literacy rate of the ESL population
- e. An English as a Second Language Resource Center literacy logo will be designed

PLAN OF OPERATION

This grant will allow The Dalles-Wasco County Public Library to hire a .25 FTE coordinator for one year. The coordinator will be supervised by the Public Library Director when planning, designing and implementing activities. Related specialists in the teaching fields of English as a Second Lanugage and Adult Basic Education (ABE) will be contacted by the coordinator to gather ideas about a design for the ESL Resource Center. A committee of local specialists and interested community lay people will meet to plan and design the center.

The coordinator will consult with the Library Director and Reference Librarian on selecting and purchasing the core collection of high interest-low vocabulary and bi-lingual materials. At least five other ESL centers will be surveyed in order to collect bibliographies of sample core collections. Bi-lingual materials will be purchased and housed at the library. Appropriate hardware and software will be purchased with emphasis on literacy related materials. The library staff and other literacy service workers will be trained to assist ESL patrons when utilizing the ESL Resource Center.

The coordinator will be responsible for the publicity campaign to include development of a logo, publicity materials and media advertising. Personnel from Treaty Oak Community College Service District, public school districts and social service organizations will be asked to contribute ideas on the publicity campaign. The coordinator will submit quarterly reports to the library board who will be responsible for the final evaluations.

ACTION PLAN

1st month

-hire a coordinator

-contact ESL and Adult Basic Education specialists to gather information -contact local experts concerned with literacy

-contact at least five ESL centers to collect core collection bibliographies

2nd month

 -establish a committee of local ESL, ABE, literacy workers and agency representatives to help plan and design an ESL Resource Center
 -meet with Project Director and Reference Librarian to discuss selection criteria and procedures

-contact other specialists about materials selection procedures

-meet with Wasco County Literacy Advisory Council

3rd month

-design an ESL Resource Center literacy logo

-purchase table and chair

-purhcase book shelves

-meet with specialists to discuss literacy related hardware and software selections

-submit quarterly report to The Dalles-Wasco County Public Library Board

-analyze circulation statistics

4th month

-begin to purchase high interest-low vocabluary materials

-begin to purchase bi-lingual materials

-design publicity materials

-meet with the Wasco County Literacy Advisory Council

5th month

-write articles for the media

-begin to process high interest-low vocabulary materials

-begin to process bi-lingual materials

-purchase literacy related hardware and software
 -develop patron satisfaction survey

6th month

-install hardware

- -meet with the Wasco County Literacy Advisory Council
- -arrange to train the library staff and literacy workers on the ESL Resource Center materials
- -distribute publicity campaign materials
- -conduct patron satisfaction survey
- -submit second quarterly report to The Dalles-Wasco County Library Board
- -library staff and literacy workers evaluate training seminars
- -analyze circulation statistics

7th month

-continue to purchase high interest-low vocabulary materials

-continue to purchase bi-lingual materials

-continue to process incoming materials

- -continue publicity campaign
- -prepare and conduct library staff satisfaction survey

8th month

-evaluate publicity campaign

- -continue to purchase and process high interest-low vocabualry materials
- -continue to purchase and process bi-lingual materials
- -meet with the Wasco County Literacy Advisory Council
- -continue publicity campaign

9th month

-develop and conduct literacy workers satisfaction survey

-arrange to train library staff and literacy workers on

ESL Resource Center materials

-submit third quarterly report to The Dalles-Wasco County Public Library Board

-analyze circulation statistics

10th month

-continue to process ESL Resource Center materials -continue publicity campaign

- -meet with the Wasco County Literacy Advisory Council
- 11th month
- -continue to process ESL Resource Center materials -continue publicity campaign

12th month

-conduct final evaluations

-prepare final report

-meet with the Wasco County Literacy Advisory Council

-submit final report to The Dalles-Wasco County Public Library Board -provide for ongoing maintenance of the ESL Resource Center

PROJECT PERSONNEL

PROJECT DIRECTOR

Sheila Dooley - Director of The Dalles-Wasco County Public Library 1983-present; B.A. Social Science 1972; Master of Library Science1974.

ESL RESOURCE CENTER COORDINATOR

This employee position will be funded by this grant and a job description is attached. See (appendix 4). The person will work under the direction of the Library Director and The Dalles-Wasco County personnel rules and guidelines.

WASCO COUNTY LITERACY ADVISORY COUNCIL

This council is comprised of individuals directly working with individuals from the ESL and ABE populations of Wasco County. Many are affiliated with state and local agencies or are students at Treaty Oak Community College Service District in the literacy program.

Margaret Amara - Chairperson; Reference/Resource Librarian for The Dalles-Wasco County Public Library and Treaty Oak Community College Service District Library; B.A. Social Science 1976; Master of Library and Information Science 1987.

Sharlene Walker - Instructional Administrator at Treaty Oak Community College Service District; B.A. 1963; Masters in American Studies 1964.

Regina Wiebe - Southern Wasco County representative

Marianne Barrett - Coordinator for Volunteer literacy program in Wasco County

Ann Woolsey - Reading specialist for public school District 12; B.A. English 1973; Masters in Arts and Teaching with a reading endorsement 1983.

Ernie Perez - English as a Second Language literacy student Pat Carty - Oregon State Cildren's Services Division representative. Becky Roberts - South County volunteer coordinator.

Chris Sumner - Oregon State Adult and Family Service representative; B.A. Sociology 1975.

Robert Watkins - Oregon State Employment Security Division representiave; B.A. History and Secondary Education 1967; Masters in Counseling 1973.

Marion Black - Minority volunteer coordinator for tutors and students

THE DALLES-WASCO COUNTY PUBLIC LIBRARY BOARD

Board members are appointed by the mayor of The Dalles and approved by the City Council. Dennis Illingworth - Chairperson Jo Kerege William Bell Delmer Anderson Burn Nugent

PROCESSES FOR EVALUATION

1. Circulation statistics for the English as a Second Language Resource Center collection will be collected on a daily basis. These will be monitored every three months and analyzed. Circulation will increase from 100 transactions per year to 1,000 per year.

2. Use of software programs, audio tapes and other purchased technology will be monitored for frequency of use from 0 hours per year to 250 hours per year.

3. Survey forms will be used to access patron, literacy workers and library staff satisfaction levels.

4. A final report of the whole project will be written by the Enlgish as a Second Language Resource Center coordinator.

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	4	***		
			BUDG	ET

	In Kind (provided by Wasco Co. Lib.)	Proposed
Personnel	\$3,000.00	
Coordinator		
		\$4096.25
Telephone	150.00	400.00
Office equipment	1,000.00	418.00
Photocopying	300.00	
Office space	3,000.00	
Publicity campaign		3,000.00
Material collection		12,680.75
Books/Periodicals		
Audio cassettes		
Processing supplies		
Literacy related software		
Literacy related hardware		2,400.00
Table		350.00
Chair		150.00
Book shelves		1,000.00
Study table and 6 chairs	300.00	
Training		500.00
Total	7750.00	24,995.00

Appendix 4

JOB DESCRIPTION OF ENGLISH AS A SECOND LANUGAGE RESOURCE CENTER COORIDINATOR

Individual will plan and design an ESL Resource Center to be located at The Dalles-Wasco County Public Library. This individual will coordinate, plan and conduct promotional, informational and educational activities concerning the ESL Resource Center.

Minimum Requirements

-ability to work well with other organizations involved with literacy -ability to organize time well

-must have good communication skills both verbal and written -reading and speaking knowledge of Spanish and/or other languages preferred

-be available to work evenings and Saturdays

Responsibilties

-Coordinate activities with project director

-Arrange training sessions for library staff and literacy workers at the ESL Resource Center

-Maintain a record of activities, compile statistics and prepare reports related to project

-Write plan for the continuation of the ESL Resource Center

-Establish core collection of bi-lingual and high interest-low vocabualry materials

-Plan and conduct publicity campaign to promote the center

-Select software and hardware appropriate for the project

-Consult with ESL and ABE specialists

-Perform other work as assigned

Minimum qualifications

Bachelor of Arts degree or equivalent experience necessary to perform the work.

A RESOLUTION AUTHORIZING OFFICERS TO ACT

WHEREAS, negotiations for a Memorandum Agreement have satisfactorily concluded between representatives of the City of The Dalles and The Dalles Police Officers Association/OPEU, an affiliate of the Oregon Public Employees Union; 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 approve and execute said Memorandum Agreement;

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

Section 1. Memorandum Agreement.

The Memorandum Agreement, 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 Memorandum Agreement and to do such other acts as are necessary and proper.

DONE AND DATED THIS 16TH DAY OF NOVEMBER, 1987.

Voting Yes, Councilmembers:	CLARK,	PROBSTFIELD,	SMITH,	PHILLIPS	AND	WILL
Voting No, Councilmembers: Absent, Councilmembers:	NONE		1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 - 1999 -			_
Abstaining, Councilmembers:	NONE					
		1				

ohn Mabrey.

Mayop

AND APPROVED BY THE MAYOR THIS 16TH DAY OF NOVEMBER, 1987.

ATTEST : Barbara Schroeder City Clerk/Treasurer

Page 1 of 1 - RESOLUTION



MEMORANDUM OF AGREEMENT

BETWEEN

THE CITY OF THE DALLES

AND

THE DALLES POLICE OFFICERS ASSOCIATION/OPEU

COMMUNICATIONS OPERATORS

Whereas, the communications operators have been recognized as an addition to the existing police_department bargaining unit, and

Whereas, the parties have agreed to modify certain provisions of the Agreement to accommodate such addition,

It is agreed as follows:

ARTICLE 7 - Miscellaneous Provisions:

- F. Add new Section F as follows:
 - F. The City shall impose no residence requirement or living area restrictions upon any member or pegspective member of the bargaining unit.

ARTICLE 10 - Hours and Overtime:

- A. Hours: Add new paragraph 2 as follows:
 - 2. An eight-hour (8-hour) day, including three (3) fifteen-minute (15-minute) break periods while on duty and subject to call. It is recognized that break periods will only be provided where regularly scheduled relief personnel are available.

Renumber existing paragraph 2 as number 3.

Monthly Wages:

Effective retroactive to July 1, 1987, and through June 30, 1988:

Steps	1	2	3	4	5
	1241	1292	1342	1395	1443

Joint Dispatch Center:

The parties recognize that the City is presently engaged in discussions with other area governmental entities with regard to the creation of a jointly managed and operated dispatch or communications center. Therefore, it is agreed as follows:

- The City shall make a good-faith effort to keep the Union informed as to the status of those discussions and the anticipated time frame for implementation of any dispatch center that may result.
- 2. The City shall be under no obligation to negotiate with the Union with respect to the decision to enter into an intergovernmental agreement to provide dispatch services or to negotiate with the Union with respect to the impact of such decision. The City shall, however, raise no objection if the Union should be in direct contact with the parties involved in the creation of the dispatch center.

TOR THE CITY JOHN MABREY, MAYOR X Calma Arredon ATTEST

BARBARA SCHROEDER, CLERK-TREASURER

NOV 1 6 1987

DATE

[DALLESCO.MA]

A RESOLUTION DIRECTING THE CITY ENGINEER TO PROCEED WITH PREPARATION OF A STUDY AND REPORT FOR EXTENSION OF A SANITARY SEWER FROM THE END OF THE EXISTING SEWER ON WEST SEVENTH STREET ALONG MYRTLE TO WEST EIGHTH STREET

WHEREAS, a petition has been filed for the creation of a special improvement district for the extension of a sanitary sewer from the end of the existing sewer on West Seventh Street along Myrtle Street to West Eighth Street and it appears to be in the interest of the health, safety, and welfare of the inhabitants of an area of the City that a project be undertaken to complete the extension of the sewer; and

WHEREAS, a detailed study is necessary to determine the projected cost of improvements and the lands to be specially benefited thereby, and

WHEREAS, General Ordinance No. 658 provides for the City Engineer to compile a study and report to the Council related to these matters.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL: Section 1: Engineer Directed to Make Study and Report.

The City Engineer is hereby directed to make or to be caused to be made a study and report which shall be filed with the City Clerk within 30 days of the date of this resolution. The study and report shall address matters relating to the proposed extension of a sanitary sewer from the end of the existing sewer on West Seventh PAGE 1 - RESOLUTION Street along Myrtle Street to West Eighth Street including but not limited to:

a. the cost of the proposed improvement;

 b. whether the improvement shall be constructed under contract or by City forces;

c. a plat or map showing the nature, location, and extent of the improvement and the lands to be assessed;

d. the estimated useful life of the improvement;

e. a description of the location and land use of each lot, tract, or parcel benefited by the proposed improvement, the name of the owner of each parcel, and its estimated share of project costs;

f. a map or description of the boundaries of the district to be benefited by and assessed for the improvement;

g. the percentage of land within the district which is vacant and unused for urban purposes;

h. the assessed valuation of each lot, tract, or parcel of land with the district according to the latest county assessment roll and the amount of any delinquent taxes or assessments upon each parcel;

a recommendation of a fair method of approving costs.
 Section 2: <u>Cost of Report</u>.

Costs of the study and report authorized hereunder shall be deemed project costs assessable to the benefited properties in the event the Council elects to proceed with the proposed improvement.

PAGE 2 - RESOLUTION

Section 3: Report to be Opened for Public Inspection.

The report of the Engineer shall be open for public inspection by interested persons once it is filed with the City Clerk.

Section 4: Report to be Transmitted to the Council.

The City Clerk shall transmit the original of the Engineer's study and report to the City Council for its consideration.

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

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

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

Mabrey, Mayor in

ATTEST:

Barbara Schroeder City Clerk/Treasurer

PAGE 3 - RESOLUTION

A RESOLUTION DECLARING SURPLUS PROPERTY AND AUTHORIZING THE MAYOR AND CITY CLERK TO EFFECT A SALE OF THE SURPLUS SEWER CLEANER, UNIT NO. 55

WHEREAS, the City of The Dalles Public Works Department has a FMC High Velocity Sewer Cleaner W/O Truck, Unit No. 55, which is no longer used; and

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

WHEREAS, the City of Maupin desires to enter into a contract to purchase said sewer cleaner from the City of The Dalles;

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

Section 1: Surplus Property Declared. The FMC High Velocity Sewer Cleaner W/O Truck, Unit No. 55, of the City of The Dalles Public Works Department is hereby declared to be surplus property.

Section 2: Authorization for Officers to Act. The Mayor, City Clerk, and such other officers and employees of the City of The Dalles are hereby authorized to sign any documents necessary to execute the sale of the FMC High Velocity Sewer Cleaner W/O Truck, Unit No. 55, to the City of Maupin, and to do such other acts as are necessary and proper.

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

Voting Yes, Councilmembers: Voting No, Councilmembers: NONE PHILLIPS Absent, Councilmembers: Abstaining, Councilmembers:

CLARK, PROBSTFIELD, SMITH AND WOODS NONE

PAGE 1 of 2 - RESOLUTION

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

Ten John Mabrey Mayor

ATTEST:

Barbara Schroeder

City Clerk/Treasurer

PAGE 2 of 2 - RESOLUTION





October 27, 1987

Honorable Mayor and City Council of The Dalles, Oregon.

RE: Declaration Of Certain Property As Surplus And Purchase Of Said Property By The City Of Maupin.

Ladies and Gentlemen:

Due to the Citys purchase of the new Aquatech B-10 Combination Sewer Cleaner, the Wastewater Collection Department no longer has a need for the FMC High Velocity Sewer Cleaner #55.

The City of Maupin has offered the City of The Dalles \$4,000 for #55 which was the amount the City was offered as a tradein on the B-10.

Therefore I would recommend the City declare #55 (High Velocity Cleaner) surplus and sell said #55 to the City of Maupin for \$4000. The City of Maupin will be responsible for removing unit from the truck and transporting to Maupin.

This sale is allowed under the provisions of General Ordinance No. 939 Section 3 Competitive bids; Exemptions (1).

a) Contracts made with or the cost of which is provided by other public agencies or the federal government.b) Sales of public property.

Respecfully submitted,

McKee P.E. Rođ J.

NOU J. MCKEE F.

RM:cw

AREA CODE (503) E CITY HALL (Administration, Finance, Municipal Court) 296-5481 CITY ATTORNEY 296-5481 E BUILDING AND ENGINEERING DEPT. 296-3537 E FIRE DEPT. 296-3264 POLICE DEPT. 296-2233 E PARKS AND RECREATION DEPT. 296-9533 DIRECTOR OF PUBLIC WORKS (Street, Water, Sewage Treatment) 296-5401

30

A RESOLUTION AUTHORIZING OFFICERS TO ACT

WHEREAS, Trimble Commercial Contractors, Inc. has requested final payment for the Senior Center and has submitted other materials required for project completion; 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 sign a mutual release with Trimble Commercial Contractors, Inc.;

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

Section 1. Mutual Release.

The Mutual Release, 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 Mutual Release and to do such other acts as are necessary and proper.

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

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

CLARK,	WOODS,	SMITH	AND	PROBSTFIELD
NONE				
PHILLI	PS			
NONE				

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

ATTEST:

hoedo Barbara Schroeder City Clerk/Treasurer

ohn Mabrey,

Page 1 of 1 - RESOLUTION



A RESOLUTION APPROVING A TRANSFER OF FUNDS FROM THE CONTINGENCY FUND FOR THE PURCHASE OF A CITY HALL COPY MACHINE, AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH THE OREGON DEPARTMENT OF GENERAL SERVICES PURCHASING DIVISION AND AUTHORIZING THE CITY MANAGER TO ACT AS AUTHORIZED AGENT FOR THE CITY REGARDING SAME

WHEREAS, at the time of the adoption of the 1987-88 budget for The Dalles, it was believed that the copy machine located at City Hall was capable of lasting through the budget year and therefore no funds were budgeted for its replacement; and

WHEREAS, said copy machine is now experiencing serious mechanical problems and is unable to meet the copying needs of the City staff; and

WHEREAS, it now appears said copy machine will not last through the current budget year;

WHEREAS, a replacement copier adequate to supply staff needs has already been bid through the State Bidding Process by the Oregon Department of General Services Purchasing Division;

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

Section 1: Fund Transfers.

The transfer of \$11,219 is authorized from Code 0066900, Operating Contingencies, to Code 0065811, Purchase New Office Equipment, to cover the purchase of a new copy machine pursuant to the State of Oregon price agreements administered by the Oregon Department of General Services Purchasing Division.

PAGE 1 OF 2 - RESOLUTION

Section 2: Officers to Act.

The Mayor and the City Clerk/Treasurer are hereby authorized to execute the attached contract, set out as Exhibit "A," with the Oregon Department of General Services Purchasing Division permitting the purchase of goods and services pursuant to the State Price Agreement.

Section 3: City Manager to Act.

City Manager, Del Cesar, is hereby designated as the authorized agent for the signing of purchase requests pursuant to the contract entered into and the authority set out under Section 2 above.

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

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

CLARK,	PROBSTFIELD,	SMITH	AND	WOODS
NONE				
PHILLI	PS			
NONE				

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

6hn Mabrey Mayor

ATTEST:

Barbara Schroeder

City Clerk/Treasurer

PAGE 2 OF 2 - RESOLUTION

CONTRACT

The following contract is entered into by and between the Oregon Department of General Services Purchasing Division (hereafter called "State") and the City of The Dalles (hereafter called "Political Subdivision").

1. <u>Purpose</u>: State shall provide purchasing services for Political Subdivision. It is understood that acceptance of such services are discretionary on the part of Political Subdivision.

2. <u>Term of Contract</u>: The contract term shall be one year, beginning the date the contract is signed by State and ending the last day of the month that is one year from the date the contract is signed by State.

3. <u>Services to be Provided</u>: State agrees to provide purchasing services as follows:

- A. Price Agreements: Political Subdivision is authorized to purchase goods and/or services from State price agreements by submitting a Purchase Request to State. State agrees to issue a Contract Release Order to the vendor on Political Subdivision's behalf.
- B. Bid Purchases: State agrees to issue bids for Political Subdivision upon receipt of a Purchase Request. Political subdivision authorizes State to award bids to lowest responsible bidder. Once a bid is issued, Political Subdivision agrees to accept the purchase unless the bid price exceeds funds available or unless other substantial justification is presented to State.

4. <u>Consideration</u>: Political subdivision will pay to State a service charge for purchasing services according to the following schedule:

	Value of	Purchase	Service Charge
5	0.00	to \$ 499.99	\$ 10.00
\$	500.00	to \$ 999.99	\$ 20.00
\$	1,000.00	to \$ 4,999.99	\$ 50.00
\$	5,000.00	to \$ 9,999.99	\$ 75.00
\$	10,000.00	to \$ 49,999.99	\$ 100.00
\$	50,000.00	to \$ 99,999.99	\$ 150.00
\$	100,000.00	to \$499,999.99	\$ 300.00
\$	500,000 and	d over	\$ 500.00

5. <u>Price Agreement Subscription</u>: Political subdivision agrees to purchase a subscription to State Price Agreement Summaries as follows:

_____All Price Agreement Summaries. Cost - \$300/year.

All except Medical Price Agreement Summaries. Cost - \$200/year.

_____Only Medical Price Agreement Summaries. Cost - \$100/year. _____None.

6. <u>Authorized Agents</u>: Political subdivision agrees to provide State a list of all persons authorized to sign Purchase Requests, including samples of their signatures, and to keep this information up to date throughout the duration of this contract.

7. <u>Cancellation</u>: This contract is subject to immediate cancellation should Political Subdivision make a State price agreement purchase directly from a vendor. If this contract includes purchase of a subscription, all subscription fees paid shall be forfeited in the event of such cancellation.

POLITICAL SUBDLYISION,		PUSCHASING DEVISION
X John Malrey		
John Mabrey, Mayor	A	
ATTEST: Daward - Midle City Clerk/Treasurer	Title	
Date: November 2, 1987	Date:	<i>r</i> .
00000		

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A RESOLUTION AUTHORIZING THE CITY OF THE DALLES TO PURCHASE A USED PATCH KING MODEL PK-30 WITH TACK KING MODEL TK-100H ELECTRIC HEATED ASPHALT CONCRETE HOLDING BOX, AND EXEMPT SAID PURCHASE FROM COMPETITIVE BIDDING

WHEREAS, the City of The Dalles Public Works Department has budgeted for the purchase of a heated asphalt patching box; and

WHEREAS, the Director of Public Works has been advised that there is a used electric heated asphalt concrete holding box available through Columbia Equipment in Portland, Oregon, which has been used very little and is in excellent condition, together with a 100 gallon new hydraulic asphalt tack tank for \$11,295 plus \$100 freight; and

WHEREAS, a new patching box with tack tank as proposed would cost between \$17,000 and \$18,000; and

WHEREAS, the Director of Public Works advises that to his knowledge, there are currently no businesses in The Dalles area or in Portland, Oregon, other than Columbia Equipment, that handle these items on a used basis; and

WHEREAS, the City of The Dalles has held a public hearing to consider the exemption of this purchase from competitive bidding; and

WHEREAS, it would be in the public interest to purchase the used electric heated asphalt concrete holding box with tack tank, and to exempt the purchase from competitive bidding;

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

Section 1. The City Council of the City of The Dalles finds that based upon the facts stated above, that the purchase

11

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

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

APPROVED BY THE MAYOR THIS 17TH DAY OF AUGUST, 1987. AND rey John Mabrey, Mayor

SPA0

ATTEST:

-

Barbara Schroeder City Clerk/Treasurer

PAGE 2 OF 2 - RESOLUTION

A RESOLUTION AUTHORIZING THE TRANSFER OF CONTINGENCY FUNDS FOR THE PURCHASE OF FIRE DEPARTMENT SHIRT PATCHES

WHEREAS, the paid and volunteer fire personnel have requested shirt patches to wear on their uniforms; and

WHEREAS, this expense was not contemplated in the 1987-88 fiscal year budget; and

WHEREAS, it is desirable to provide the paid and volunteer fire personnel with such shirt patches;

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

The transfer of \$777 from Code 11-41-66900, "Operating Contingencies" to Code 11-46-62431, "Clothing - New, Repair and Clean" is hereby authorized for the purchase of shirt patches to be worn on the uniforms of the paid and volunteer fire personnel.

DONE AND DATED THIS 19TH DAY OF OCTOBER, 1987.

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

 Voting No, Councilmembers:
 NONE

 Absent, Councilmembers:
 SMITH

 Abstaining, Councilmembers:
 NONE

AND APPROVED THIS 19TH DAY OF OCTOBER, 1987.

JOHN MABREY Mayor

ATTEST:

Barbara Schroeder

Barbara Schroeder City Clerk/Treasurer





OFFICE OF CITY MANAGER

CITY of THE DALLES

313 COURT STREET THE DALLES, OREGON 97058

(503) 296-5481

October 7, 1987

MEMORANDUM

TO : Mayor & City Council

FROM : Del Cesar, City Manager

SUBJECT : Fire Department Patch

About six weeks ago, Larry Renard approached me asking if it is possible for the City to purchase for the paid personnel and volunteers a patch to wear on their shoulder. The patch is identical to the symbol the volunteers wear on their black jackets. The patch was not budgeted for. The total cost for the number of patches they would need, as you can see on the attachment, would be \$777.00. This patch would be similar to the one that the Police Department wears, with the exception- this is a Fire Department patch.

The reason I am asking you is- this, again, as the time before when I asked for money to purchase volunteer Fire Department uniforms, would be coming out of contingency funds. I support the request, and would ask that you support the request, and if you do support it I can bring it up at the next City Council meeting asking that \$777.00 be taken from contingencies to purchase the patches for the Fire Department paid personnel and volunteers.

If you agree, let me know personally prior to the next agenda preparation, Wednesday, October 14th.

Thank you.

DC/eq

Encl.

cc : L. Renard, Fire Department

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attention: Brack Timmel White horses SILVER BORDER White letters SFIRE BLACK BACKGROUN gold. gold 901d RED SPOKES 1863 RED BoilER Es; + Body



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A RESOLUTION GRANTING THE DEDICATION OF PROPERTY OWNED BY THE CITY OF THE DALLES FOR STREET PURPOSES

WHEREAS, it has been brought to the attention of the City Council that a portion of East 19th Street which is in City ownership has never been dedicated to the public for street purposes; and

WHEREAS, it is in the best public interest to dedicate said property for street purposes;

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

Section 1: <u>Street Dedication Granted</u>. The street dedication as set out in the attached Deed is hereby granted.

Section 2: Officers to Act. The Mayor and City Clerk are directed to take appropriate steps to record the City's granting of an appropriate deed instrument to be filed at the Wasco County Courthouse and expend such sums as are necessary to assure execution and proper protection of the City's intent.

DONE AND DATED THIS 5TH DAY OF OCTOBER, 1987.

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

CLARK,	PHILLIPS,	PROBSTFIELD,	SMITH	AND	WOODS
NONE					A A A A A A A A A A A A A A A A A A A
NONE					
NONE	and the second				an transformer and a second second second

AND APPROVED BY THE MAYOR THIS 5TH DAY OF OCTOBER, 1987.

John Mabrey, Mayor

ATTEST:

Barbara Schroeder City Clerk/Treasurer

After Recording Return To: ity of The Dalles y Clerk's Office 313 Court Street The Dalles, OR 97058

DEED

KNOW ALL MEN BY THESE PRESENTS THAT The City of The Dalles, a municipal corporation of the State of Oregon, referred to as "Grantor" does hereby grant, convey and warrant to the public for purposes of a public street, the following described real property:

A tract of land in the John A. Simms DLC No. 39 in Section 11, Township 1 North, Range 13 East of the Willamette Meridian, more particularly described as follows:

Beginning at the Southeast corner of Stewart's Third Addition to Dalles City, Wasco County, Oregon, thence North along the center line of Oregon Avenue 40.00 feet; thence East 130.00 feet; thence North 79°50' East to the East line of said Simms DLC; thence South on said East line 86.6 feet to the Southeast corner of that tract conveyed to Lee Stewart et al as described in Book 137, page 734, Deed Records, Wasco County, Oregon; thence West along the South line of said Stewart tract to the point of beginning of this description;

TOGETHER WITH an easement appurtenant for the construction, maintenance and operation of a water main over the following described tract of land:

Beginning at a point on the East line of said John A. Simms DLC No. 39, which point is 86.6 feet North of the Southeast corner of that tract conveyed to Lee Stewart et al as described in deed recorded in Book 137, page 734, Deed Records, Wasco County, Oregon, said point being the Northeast corner of the above described parcel; thence South 79°50' West 20.32 feet to a point which is 20 feet westerly, when measured at right angles, from the East line of said Simms DLC; thence North parallel with and 20 feet westerly from the East line of said DLC to the South line of Block 2 of Stewart's Fourth Addition to Dalles City, Oregon; thence south 80°06' East along said South line 20.3 feet to the Southeast corner thereof, said point being on the East line of said Simms DLC; thence South along said line of said tract to the point of beginning.

Grantee shall have the right to open, construct, improve and maintain roads and streets of its design upon such lands.

Grantor retains by reservation the right to place or to permit others to place sidewalks, sewers, utilities, cables, pipes, electrical transmission wires, communications equipment and such

PAGE 1 - DEED

other improvements as Grantor shall deem necessary and convenient upon, above or below the surface of the dedicated area.

Grantor covenants that it is the owner of the above described real property free of all encumbrances save and except easements granted to the public for the maintenance of utilities and roadways and will warrant and defend the same against all persons claiming an interest adverse to the Grantee except as stated herein.

Consideration for this transfer is \$0. Transfer made for a public purpose.

Signed this 5th day of October, 1987.

FOR: CITY OF THE DALLES

By: John Mabrey, Mayor State of Oregon SS. : County of Wasco)

Personally appeared the above named John Mabrey, Mayor of The City of The Dalles, Oregon, who acknowledged the foregoing deed to be his voluntary act and deed.

Dated this 5th day of October, 1987.

Tancza. anes

Notary Øublic for Oregon My Commission Expires: //

ATTEST:

Barbara Schroeder

City Clerk/Treasurer

State of Oregon) : ss. County of Wasco)

Personally appeared the above named Barbara Schroeder, City Clerk/Treasurer for the City of The Dalles, Oregon, and acknowledged the foregoing deed to be her voluntary act and deed. Dated this <u>5th</u> day of <u>October</u>, 1987.

Mancy G. ayus Notary Public for Oregon My Commission Expires: 12/0/90

PAGE 3 - DEED

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A RESOLUTION ACCEPTING A REPORT OF THE CITY ENGINEER, ANNOUNCING THE FORMATION OF A LOCAL IMPROVEMENT DISTRICT FOR IMPROVEMENT OF OREGON STREET FROM EAST 16TH STREET TO EAST 19TH STREET

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 the improvement of Oregon Street from East 16th Street to East 19th Street: 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 October 5, 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: <u>Remonstrances</u>.

The Council finds that the period for receipt of remonstrances has expired. Remonstrances were filed by one property owner. There are five property owners listed in the proposed assessment roll. The remonstrances received represented 1.4 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.

Page 1 - RESOLUTION

Section 2: Acceptance of Engineer's Report.

The Study and Report of the City Engineer dated July 23, 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 improvement of Oregon Street from East 16th Street to East 19th Street.

DONE AND DATED THIS 5TH DAY OF OCTOBER, 1987.

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

CLARK,	SMITH,	PROBSTFIELD,	WOODS	AND PHILLIPS	
NONE					
NONE	5				
NONE					

AND APPROVED BY THE MAYOR THIS 5TH DAY OF OCTOBER, 1987.

John Mabrey Mayor

ATTEST:

Barbara Schroeder

City Clerk/Treasurer

Page 2 - RESOLUTION

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
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:

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ENGINEER'S ESTIMATE

Item No.	Estimated Quantity	Description of Item	Unit Price	Extended Amount
1	770 l.f.	Construct Straight concrete curb	6.50/1.f.	\$ 5,005.00
2	24 l.f.	Construct Circular concrete curb	6.50/1.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	20.00/1.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)	10.00/1.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

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

PRELIMINARY STUDY AND REPORT (cont.)

ENGINEER'S ESTIMATE (cont.)

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

July 23, 1987 The Dalles, Oregon Page 4 of 7

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.
- 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.

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

PRELIMINARY STUDY AND REPORT (cont.)

METHOD OF COMPUTATION

A. DIRECT CITY COSTS:

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1. 2. 3. 4.	80.5 s.y. of sidewalk @ 21.00/s.y. 215 l.f. of 6" CIP Watermain @ 15.00/l.f. 6200 s.y. of paving fabric @ 1.25/s.y. 725 ton of Asphaltic concrete pavement @ 32.00/ton	11 H H H	\$ 1,690.50 3,225.00 7,750.00 23,200.00
	Sub-Total + 23.2%		\$ 35,865.50 <u>8,320.80</u>
	TOTAL CITY COSTS		\$ 44,186.30
DIR	ECT PROPERTY COSTS:		
1. 2. 3. 4.	24 l.f. of circular curb @ 6.50/l.f.	н н н	\$ 5,005.00 156.00 5,470.50 3,225.00
	Sub-Total + 23.2%		\$ 13,856.50 3,214.70
	TOTAL DIRECT PROPERTY COSTS		\$ 17,071.20
DIR	ECT SANITARY SEWER AND WATER SERVICE CONNECTION COSTS:		
1. 2.	100 l.f. construct 4" Sanitary Sewer services & tap main (3 taps required) @ 10.00/l.f. 3 Copper Water service @ 400.00/ea.		\$ 1,000.00 1,200.00
	Sub-Total + 23.2%		\$ 2,200.00 510.50
	TOTAL DIRECT LOT COSTS		\$ 2,710.50
	COST PER LOT = $\frac{$2,710.50}{3}$ = \$903.50		

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

\$ 95,544.00

PRELIMINARY STUDY AND REPORT (cont.)

D. STREET AREA COSTS:

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1. 2. 3. 4. 5. 6. 7.	<pre>566 c.y. street excavation, common @ 7.50/c.y. = 25 l.f. construct 8" CSP storm sewer @ 20.00/l.f. = 2 ea. Standard Catch basin @ 500.00/ea. = 1650 s.y. Preparation of subgrade @ 1.50/s.y. = 530 c.y. 1.0" Crushed Aggregate base rock @ 15.00/c.y. = 280 ton Asphaltic concrete pavement @ 32.00/ton = Adjust manhole rings @ 500.00/lump sum =</pre>	500.00 1,000.00 2,475.00 7,950.00 8,960.00
	Sub-Total + 23.2%	\$ 25,630.00 5,946.00
	TOTAL STREET AREA COSTS	\$ 31,576.00
1.	Cost Assessed to Frontage = $\$ 31,576.00 \times \frac{687}{767} = \$ 28,282.50$	
	Cost Per Front Foot = $\frac{$28,282.50}{687}$ = $\frac{$41.1681}{ft}$.	
2.	Cost Assessed to Sideage = \$ 31,576.00 - 28,282.50 = \$ 3,293	3.50
	Cost Per Proportional Part = $\frac{$3,293.50}{220,000}$ = 0.01497045/sq. part	t
DIR	ECT CITY COSTS	\$ 44,186.30
1.	PERTY COSTS Direct Frontage \$ 17,071.20 Direct Sewer & Water Costs 2,710.50 Area 31,576.00	
	TOTAL PROPERTY COSTS	\$ 51,357.70

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TOTAL ESTIMATED PROJECT COSTS

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

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PRELIMINARY STUDY AND REPORT (cont.)

PROPOSED ASSESSMENTS

Owner & Address	Description of Property	Assessed Land Value	Improvement Value	Fair Apportionmen of Costs
	Map 1N 13 11BB			
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
	Map 1N 13 11			
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





and a second

RESOLUTION NO. 87 - 86

A RESOLUTION AUTHORIZING OFFICERS TO ACT

WHEREAS, the City of The Dalles has entered into a Contract with Shannon and Wilson, Inc. dealing with their consultation services for the Kelly Avenue Landslide Stabilization Project; and,

WHEREAS, since the signing of the Contract on August 17, 1987, several questions have arisen regarding the appropriateness of the general provisions governing insurance as contained in said Contract; and,

WHEREAS, the City Council deems it necessary and desirable and in the public interest to enter into an amendment to said Contract to answer the questions raised;

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

Section 1. Contract Amendment Approved.

The execution of the Personal Services Contract Amendment, 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 Contract Amendment on behalf of the City and to do such other acts as are necessary and proper.

DONE AND DATED THIS 21ST DAY OF SEPTEMBER, 1987.

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

WOODS,	PHILLIPS,	CLARK,	SMITH	AND	PROBSTFIELD
NONE					
NONE					
NONE					

AND APPROVED BY THE MAYOR THIS 21ST DAY OF SEPTEMBER, 1987.

ATTEST:

Barbara Schroeder City Clerk/Treasurer John Mabrey, Mayor

Page 1 of 1 - RESOLUTION

PERSONAL SERVICES CONTRACT AMENDMENT

This agreement made this _____ day of _____, 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, Clientand Consultant entered into a Personal Services Contract dated August 17, 1987, for the Kelly Avenue Landslide Stabilization Project; and

WHEREAS, several questions have arisen regarding the appropriateness of the general provisions governing insurance of said contract; and

WHEREAS, the parties desire to amend said contract to answer those questions;

NOW, THEREFORE, the parties agree the General Provisions set out in Schedule A of the Kelly Avenue Landslide Stabilization Contract of August 17, 1987, are amended as follows:

The second paragraph of Section 2.15 to read:

"All sub-contracts for field work shall contain clauses similar in form and substance to the equal opportunity, termination for convenience, insurance (except professional liability) and labor clauses found in this agreement."

In Section 2.17(D), the limits of liability stated for Employer's Liability shall read:

"Statutory Employer's Liability."

A third numbered paragraph is added to Section 2.32 to read:

PAGE 1 of 2 - PERSONAL SERVICES CONTRACT AGREEMENT

3. Consultant hereby agrees to defend Client, their officers, agents, servants and employees from all suits, claims, demands, actions, or proceedings, and to the extent permissible by law, indemnify and hold harmless the Client from all damages or liability of any character, including in part costs, expenses and attorney fees, based upon, or alleged to be based upon, any error, omission or negligent act of the Consultant, any Sub-Consultants, or any person or organization to whom Consultant may be responsible, and arising out of the performance of Consultant's professional services under this Agreement.

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

By:

John Mabrey Mayor

ATTEST:

Barbara Schroeder City Clerk/Treasurer

SHANNON AND WILSON, INC., a Washington Corporation

Ву:

Title:

RESOLUTION NO. 87 - 85

A RESOLUTION AUTHORIZING OFFICERS TO ACT

WHEREAS, the City of The Dalles and the County of Wasco have come to an agreement to sell to Howard Stinson and Della Stinson, a Partnership, dba Pomona Meadow Homes Company the parcel of land described on the attached map; and

WHEREAS, the City of The Dalles has prepared a Bargain and Sale Deed for the sale of said described land; and

WHEREAS, the City Council deems it necessary and desirable in the public interest to execute said Bargain and Sale Deed;

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

Section 1. Bargain and Sale Deed Approved.

The execution of the Bargain and Sale Deed, 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 Deed on behalf of the City and to do such other acts as are necessary and proper.

DONE AND DATED THIS 21ST DAY OF SEPTEMBER, 1987.

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

CLARK, PHILLIPS, PROBSTFIELD, WOODS	AND	SMITH
NONE		
NONE		
NONE		

AND APPROVED BY THE MAYOR THIS 21ST DAY OF SEPTEMBER, 1987.

ATTEST:

Barbara Schroeder City Clerk/Treasurer

John Mabrey, Mayor

John Haus

Page 1 of 1 - RESOLUTION

Until a change is requested all tax statements shall be sent to the following address: Howard & Della Stinson 1002 Pomona Street West The Dalles, OR 97058

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After recording return to: Wasco County Clerk

Wasco County Courthouse The Dalles, OR 97058

BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS, That WASCO COUNTY, a Political Subdivision of the State of Oregon, and the CITY OF THE DALLES, a Municipal Corporation, hereinafter called grantors, for the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto HOWARD STINSON and DELLA STINSON, a Partnership, dba POMONA MEADOW HOMES COMPANY, hereinafter called grantee, and unto grantee's heirs, successors and assigns all of that certain real property with the tenemants, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Wasco, State of Oregon, described as follows, to-wit:

Lots B and C and the Westerly one-half of vacated Home Court West as described in Order of Vacation, recorded November 15, 1976, Micro-Film No. 76-2949, Wasco County Records, all in Miles Addition, in the County of Wasco and State of Oregon.

Excepting therefrom:

All that portion of Lot C Miles Addition, which lies Southerly of the following described line: Beginning at a point which lies South 22 degrees 4 feet East 4.3 feet from the Northwest corner of said Lot C, said point being the East-most corner of East Cascade Second Addition; thence, going North 86 degrees 19 feet 23 inches East 100.0 feet to a 5/8 inch iron rod, which lies North 20 degrees 30 feet West 49.76 feet from the Southeast corner of said Lot C.

Attached hereto and by this reference made a part hereof is a map showing in detail the above description.

Subject to: Public Utility easements in the Westerly 7.5 feet of said Lots as delineated upon the recorded plat.

To have and to hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$7,200.00 (Seven Thousand Two Hundred Dollars).

Page 1 of 3 - BARGAIN AND SALE DEED

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantors have executed this instrument this _____ day of September, 1987; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

> WASCO COUNTY, OREGON BY ITS COUNTY COURT

William L. Hulse, County Judge

ATTEST:

+

Karen LeBreton, County Clerk

Jim Comini, County Commissioner

Scott McKay, County Commissioner

STATE OF OREGON)) ss. County of Wasco)

Personally appeared William L. Hulse, Karen LeBreton, Jim Comini and Scott McKay who, being duly sworn, each for himself and not one for the other, did say that the first named is a County Judge, the second named is the County Clerk, and the last two named are County Commissioners for the County of Wasco, a Political Subdivision of the State of Oregon, and that said instrument was signed in behalf of said County by authority of its Court; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me on: , 1987.

Notary Public for Oregon My commission expires:

Page 2 of 3 - BARGAIN AND SALE DEED

CITY OF THE DALLES, BY ITS MAYOR

John Mabrey, Mayor of The Dalles

ATTEST:

7.

Barbara Schroeder, City Clerk

STATE OF OREGON)) ss. County of Wasco)

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

Before me on : September ____, 1987.

Notary Public for Oregon My commission expires:

Page 3 of 3 - BARGAIN AND SALE DEED



Until a change is requested all tax statements shall be sent to the following address: Howard & Della Stinson 1002 Pomona Street West The Dailes, OR 97058 After recording return to:

Wasco County Clerk Wasco County Courthouse The Dalles, OR 97058

BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS, That WASCO COUNTY, a Political Subdivision of the State of Oregon, and the CITY OF THE DALLES, a Municipal Corporation, hereinafter called grantors, for the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto HOWARD STINSON and DELLA STINSON, a Partnership, dba POMONA MEADOW HOMES COMPANY, hereinafter called grantee, and unto grantee's heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Wasco, State of Oregon, described as follows, to-wit:

Lots B and C and the Westerly one-half of vacated Home Court West as described in Order of Vacation, recorded November 15, 1976, Micro-Film No. 78-2949, Wasco County Records, all in Miles Addition, in the County of Wasco and State of Oregon.

Excepting therefrom:

All that portion of Lot C Miles Addition, which lies Southerly of the following described line: Beginning at a point which iles South 22 degrees 4 feet East 4.3 feet from the Northwest corner of said Lot C, said point being the East-most corner of East Cascade Second Addition; thence, going North 86 degrees 19 feet 23 Inches East 100.0 feet to a 5/8 inch iron rod, which lies North 20 degrees 30 feet West 49.76 feet from the Southeast corner of said Lot C.

Attached hereto and by this reference made a part hereof is a map showing in detail the above description.

Subject to: Public Utility easements in the Westerly 7.5 feet of said Lots as delineated upon the recorded plat.

To have and to hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$7,200.00 (Seven Thousand Two Hundred Dollars).

Page 1 of 3 - BARGAIN AND SALE DEED

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantors have executed this instrument this _____ day of September, 1987; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

> WASCO COUNTY, OREGON BY ITS COUNTY COURT

William L. Huise, County Judge

ATTEST:

Karen LeBreton, County Clerk

Jim Comini, County Commissioner

Scott McKay, County Commissioner

STATE OF OREGON)) ss. County of Wasco)

Personally appeared William L. Hulse, Karen LeBreton, Jim Comini and Scott McKay who, being duly sworn, each for himself and not one for the other, did say that the first named is a County Judge, the second named is the County Clerk, and the last two named are County Commissioners for the County of Wasco, a Political Subdivision of the State of Oregon, and that said instrument was signed in behalf of said County by authority of its Court; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me on: , 1987.

Notary Public for Oregon My commission expires:

Page 2 of 3 - BARGAIN AND SALE DEED

CITY OF THE DALLES, BY ITS MAYOR

John Mabrey, Mayor of The Dalles

ATTEST:

Barbara Schroeder, City Clerk

STATE OF OREGON)) ss. County of Wasco)

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

Befere me on :

October 7, 1987.

Notary Public for Oregon My commission expires: 08-04-91

Page 3 of 3 - BARGAIN AND SALE DEED



3N1 13 322 10

RESOLUTION NO. 87- 84

A RESOLUTION ESTABLISHING A CIVIC EMERGENCY FUND AND AUTHORIZING EXPENDITURES THEREFROM

WHEREAS, the 1987 Oregon Legislature inacted Chapter 789 of the Oregon Laws 1987; and,

WHEREAS, this Chapter repealed the existing Oregon Revised Statutes governing the establishment of Boxing and Wrestling Commissions; and,

WHEREAS, the local Boxing and Wrestling Commission has accumulated funds which are desired to be expended according to the authority of Oregon Revised Statute 463.170;

NOW, THEREFORE, the City Treasurer shall create a Civic Emergency Fund for the receipt of all net receipts from the local Boxing and Wrestling Commission, and the City Treasurer is hereby authorized to expend from said Civic Emergency Fund a sum of money necessary to purchase wrestling mats for Petersburg School District Number 14-C (approximately \$1,200), and to expend the balance of said fund by distributing it among nationally recognized Veterans organizations in proportion to their membership in good standing.

DONE AND DATED THIS 21ST DAY OF SEPTEMBER, 1987. Voting Yes, Councilmembers : CLARK, PROBSTFIELD, SMITH, PHILLIPS & WOODS Voting No, Councilmembers : NONE Absent, Councilmembers : NONE Abstaining, Councilmembers : NONE

AND APPROVED BY THE MAYOR THIS 21ST DAY OF SEPTEMBER, 1987.

John Mabrey, Mayor

ATTEST :

Barbara Schroeder, City Clerk/ Treasurer RESOLUTION - 1 of 1

RESOLUTION NO. 87- 83

A RESOLUTION SUPPORTING USE OF THE VACANT JUDSON BAPTIST COLLEGE CAMPUS FOR A JOB CORPS CENTER AND URGING SENATE APPROPRIATIONS COMMITTEE APPROVAL

WHEREAS, the vacant Judson Baptist College campus is under consideration for a Job Corps Center; and,

WHEREAS, the previous use was an educational facility and a Job Corps official has explained that the campus is a very suitable site; and,

WHEREAS, citizens and City representatives have visited the Tongue Point Center, explored its community relations, and investigated other aspects of the Job Corps program; and,

WHEREAS, a new Job Corps Center would contribute dramatically to The Dalles' area ecomomic recoverywhile providing needed education and training opportunities for disadvantaged youth in the Northwest;

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the City Council supports the local effort to locate a Job Corps Center at the vacant Judson Baptist College campus in The Dalles, and urges funding approval by the Senate Appropriations Committee.

DONE AND DATED THIS 21ST DAY OF SEPTEMBER, 1987.

Voting Yes, Councilmembers	:	CLARK,	PHILLIPS,	SMITH,	PROBSTFIELD	AND	WOODS
Voting No, Councilmembers	:	NONE					
Absent, Councilmembers		NONE	-				
Abstaining, Councilmembers	:	NONE					
2							

AND APPROVED BY THE MAYOR THIS 21ST DAY OF SEPTEMBER, 1987.

John Mabrey, Mayor

ATTEST :

City Clerk/ Treasurer

Barbara Schroeder,

RESOLUTION - 1 of 1

RESOLUTION NO. 87 - 82

A RESOLUTION ACCEPTING A REPORT OF THE CITY ENGINEER, ANNOUNCING THE FORMATION OF A LOCAL IMPROVEMENT DISTRICT FOR WIDENING AND IMPROVEMENT OF NINTH STREET FROM CHERRY HEIGHTS ROAD EASTERLY 480 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 Ninth Street from Cherry Heights Road easterly 480 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 on September 21, 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: <u>Remonstrances</u>.

The Council finds that the period for receipt of remonstrances has expired. Remonstrances were filed by $\underline{0}$ property owners. There are 3 property owners listed in the proposed assessment roll. The remonstrances received represented $\underline{0}$ percent of the dollar amount to be assessed against the benefited property. The Council finds that the remonstrances received were <u>not sufficient</u> to defeat the proposed improvement project.

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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: <u>Intention to Proceed</u>.

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 21ST DAY OF SEPTEMBER, 1987.

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

AND APPROVED BY THE MAYOR THIS 21ST DAY OF SEPTEMBER, 1987.

hn Mabrey

Mayor

ATTEST:

Barbara Schroeder City Clerk/Treasurer

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